

Details to be provided under WHATS NEW section of ECL:

Important information related to Pre-NIT meet:

Pre-NIT Meet w.r.t. tender for setting up of Dry Deshaling Plant at Chitra East OCP, ECL is scheduled to be held on **21.03.2026 at 11:30 AM** in the **Conference hall (2nd floor, Main building), CMPDI (HQ), Ranchi**. Interested bidders are requested to download the PRE NIT document and send inputs/suggestions via email to gmcp.cmpdi@coalindia.in latest by 17.03.2026.

Vc link is as:-

PRE NIT meet (Coal Preparation Department)
Hosted by vc.cmpdi@coalindia.in

<https://cmpdi.webex.com/cmpdi/j.php?MTID=mcc199858781c124133cad4b1095308c1>

Saturday, March 21, 2026 11:30 AM | 1 hour 30 minutes | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2516 149 3312

Password: iTPfmVZ8C34

Join by video system

Dial 25161493312@cmpdi.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Join by phone

+65-6703-6949 Singapore Toll

Access code: 251 614 93312



EASTERN COALFIELDS LIMITED

A Mini Ratna Company

INTERNATIONAL COMPETITIVE BIDDING

INTEGRATED BID DOCUMENT

FOR

SETTING UP OF CHITRA DRY DESHALING PLANT (2.0 MTY)

AT S.P. MINE AREA

ON

BUILD-OWN-OPERATE (BOO) CONCEPT

MARCH 2026



PREPARED BY

**COAL & MINERAL PREPARATION DIVISION
CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD.
GONDWANA PLACE, KANKE ROAD
RANCHI - 834008**

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CONTENTS

CONTENTS

| SECTION | Clause No. | PARTICULARS | PAGE NO. |
|----------------|-------------------|--|---------------------|
| | | DISCLAIMER | vi to vii |
| | | LIST OF ABBREVIATION | viii to ix |
| | | DEFINITIONS | D-1 to D-9 |
| | | DETAILED E-TENDER NOTICE | E- 1 to E-19 |
| | | SALIENT FEATURES OF BOO CONCEPT | S-1 to S-4 |
| 1 | | PROJECT OUTLINE | 1-1 to 1-12 |
| | 1.1 | Introduction | 1-1 |
| | 1.2 | Raw Coal Supply | 1-2 |
| | 1.3 | Storage of Raw Coal | 1-2 |
| | 1.4 | Washed/ Clean Coal and 2 nd Product Coal/ Rejects Delivery & Despatch | 1-2 |
| | 1.5 | Storage of Washed/ Clean Coal and 2 nd Product | 1-3 |
| | 1.6 | Power Supply | 1-4 |
| | 1.7 | Water Supply | 1-4 |
| | 1.8 | Railway Siding | 1-5 |
| | 1.9 | EMP and Other Statutory & Regulatory | 1-5 |
| | 1.10 | Product Size | 1-6 |
| | 1.11 | Quantity/ Weighment, Monitoring & Recording | 1-6 |
| | 1.12 | Quality Monitoring, Control & Recording | 1-7 |
| | 1.13 | 2 nd Product Weighment and Disposal | 1-9 |
| | 1.14 | Fire Fighting Arrangement | 1-9 |
| | 1.15 | Environment Management | 1-10 |
| | 1.16 | Operating Charges | 1-10 |
| | 1.17 | Construction period of the project | 1-11 |
| | 1.18 | Contract Period | 1-12 |
| | 1.19 | Desired Information | 1-12 |
| | 1.20 | Broad Parameters | 1-12 |
| | | | |

| SECTION | Clause No. | PARTICULARS | PAGE NO. |
|----------------|-------------------|--|--------------------|
| 2 | | GENERAL INFORMATION | 2-1 to 2-3 |
| | 2.1 | Location | 2-1 |
| | 2.2 | Communication | 2-1 |
| | 2.3 | Topography & Drainage | 2-1 |
| | 2.4 | Climate | 2-1 |
| | 2.5 | Mineable Reserves and linkage of raw coal | 2-1 |
| | 2.6 | Site Plan | 2-3 |
| 3 | | RAW COAL CHARACTERISTICS | 3-1 |
| | 3.1 | Raw Coal Supply to Chitra Desealing Plant | 3-1 |
| | 3.2 | Availability of Washability Test Results | 3-1 |
| | 3.3 | Indicative Balance Of Product for Viability Purpose | 3-1 |
| 4 | | COMMERCIAL TERMS & CONDITIONS AND PRICE BID | 4-1 to 4-52 |
| | 4.1 | Acceptance of terms and condition | 4-1 |
| | 4.2 | Language of bid | 4-1 |
| | 4.3 | Contract Documents | 4-1 |
| | 4.4 | Time –The Essence of Contract | 4-2 |
| | 4.5 | Earnest Money Deposit (EMD)/Bid security | 4-2 |
| | 4.6 | Security Deposit (SD) | 4-2 |
| | 4.7 | Land | 4-5 |
| | 4.8 | Site Visit | 4-6 |
| | 4.9 | Power | 4-7 |
| | 4.10 | Water | 4-7 |
| | 4.11 | Trial Operation And Performance Guarantee Test | 4-7 |
| | 4.12 | Liquidated Damage for late commissioning | 4-8 |
| | 4.13 | Patent Right & Royalties | 4-10 |
| | 4.14 | Governing Laws & Rules | 4-10 |
| | 4.15 | Delays by ECL | 4-10 |
| | 4.16 | Grafts & Commissions etc. | 4-11 |
| | 4.17 | Language & Measures | 4-11 |
| | 4.18 | Settlement of Disputes | 4-11 |
| | 4.19 | Cost of Bidding | 4-19 |
| | 4.20 | Amendment of Bidding Documents | 4-19 |
| | 4.21 | Agreement | 4-19 |
| | 4.22 | Law governing agreement | 4-21 |
| | 4.23 | Completion of Contract | 4-21 |
| | 4.24 | Handing Over of Land & Plant by PO to ECL | 4-21 |
| | 4.25 | Engineer in Charge's Decision | 4-21 |
| | 4.26 | PO's Co-Operation with ECL | 4-22 |
| | 4.27 | Defence of Suits | 4-22 |
| | 4.28 | Marginal Notes | 4-22 |

| SECTION | Clause No. | PARTICULARS | PAGE NO. |
|----------------|-------------------|--|--------------------------|
| | 4.29 | Assistance in procurement of materials | 4-22 |
| | 4.30 | Stores | 4-23 |
| | 4.31 | Submission of Offer | 4-23 |
| | 4.32 | Spares | 4-23 |
| | 4.33 | General Conditions | 4-24 |
| | 4.34 | Force Majeure | 4-32 |
| | 4.35 | Engineer's Supervision | 4-33 |
| | 4.36 | Security | 4-34 |
| | 4.37 | Protection of Monuments & Reference | 4-34 |
| | 4.38 | Demonstration of Guaranteed Throughput & Organic Efficiency during PGT | 4-35 |
| | 4.39 | Realisation of Charges for Land, Water, Power given by ECL | 4-35 |
| | 4.40 | Payment Terms | 4-36 |
| | 4.41 | Currencies of Bid & Payment | 4-38 |
| | 4.42 | Penalties | 4-38 |
| | 4.43 | Bonus | 4-43 |
| | 4.44 | Demurrage Charges | 4-43 |
| | 4.45 | Escalation | 4-43 |
| | 4.46 | Management Supervision & Quality Control | 4-48 |
| | 4.47 | Price bid | 4-48 |
| | 4.48 | Validity of Offer | 4-48 |
| | 4.49 | Minimum Wage | 4-48 |
| | 4.50 | Taxes and Duties | 4-50 |
| | 4.51 | Guidelines for Banning of Business | 4-50 |
| 5 | | EXHIBIT | EX – 1 to EX - 37 |
| | | Exhibit-1: General Details & Technical | EX - 1 |
| | | Exhibit-2: Format for MoU with Associates | EX - 3 |
| | | Exhibit-3: Format for Power of Attorney | EX – 6 |
| | | Exhibit-4: Format for Self Declaration by bidder/ Authorisation of DSC Holder | EX – 8 |
| | | Exhibit-5: Format for Letter from Parent Company | EX – 9 |
| | | Exhibit-6: Undertaking by Holding Company/JV Partners | EX – 10 |
| | | Exhibit-7: Affidavit regarding correctness of information furnished w.r.t Technical Qualification Requirements | EX – 12 |
| | | Exhibit-8: Format for Financial Information for the Sole Bidder or Lead | EX – 14 |

| SECTION | Clause No. | PARTICULARS | PAGE NO. |
|----------------|-------------------|---|-----------------------|
| | | Exhibit-9: Proforma for Affidavit regarding genuineness of information furnished | EX - 15 |
| | | Exhibit-10: Proforma for Undertaking regarding relatives as employees of company, arbitration clause (in case of partnership firm/jv), local supplier status of the bidder etc. | EX-17 |
| | | Exhibit-11: Public Procurement (Preference to Make in India), Order 2020 | EX-21 |
| | | Exhibit-12: Procedure for registration with Competent Authority in case of bidder from a country which shares a land border with | EX-30 |
| | | Exhibit-13: Regarding Exclusion from Restriction | EX-32 |
| | | Exhibit-14 Code of Integrity for Public Procurement (CIPP) | EX-35 |
| 6 | | APPENDICES | A – 1 to A - 8 |
| | 1 | Broad Parameters | A - 1 |
| | 2 | A. Description of Washing Scheme alongwith Flow Diagram B. Detailed work programme | A – 3 |
| | 3 | A. Format for Furnishing Technical Details of Main Mechanical & Electrical Equipment, B. Format for Furnishing Technical Details of Civil Buildings & Structures | A – 4 |
| | 4 | Acceptance on the minimum quantity of HEMM equipment to be deployed by bidder | A-6 |
| | 5 | A. Format for Furnishing the Requirement of Power B. Format for Furnishing | A – 7 |
| | 6 | List of the recommended spares & critical spares | A - 8 |
| 7 | | ENCLOSURE | EN–1 to EN-28 |
| | I | Proforma for Letter of Bid to be Uploaded by Bidder during Submission of Bid Online | EN - 1 |

| SECTION | Clause No. | PARTICULARS | PAGE NO. |
|----------------|-------------------|--|-----------------|
| | II | Proforma for Bank Guarantee for Security Deposit to be Furnished by Sole | EN - 3 |
| | III | Mandate Form for Electronic Fund Transfer/ Internet/ Banking Payment | EN - 8 |
| | IV | Integrity Pact | EN - 10 |
| | V | Sample Contract Form | EN - 15 |
| | VI | Washability Test Report of Chitra East OCP | EN-19 |
| 8 | | DRAWING | |
| | | Site Plan | Drawing No. 1 |

DISCLAIMER

The purpose of this Bid Document is to provide interested parties with information to facilitate formulation of their Offer and to seek their Offer for “Setting up of Chitra Dry Deshaling Plant of capacity 2.0 Mtpa on Build-Own-Operate (BOO) concept in ECL.

The Bid Document includes statements, which reflect various assumptions, which may or may not be correct. This Bid Document does not purport to contain all the information each Bidder may require. The Bid Document may not be appropriate for all persons and it is not possible for ECL to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses the Bid Document. Certain Bidders may have a better knowledge than the others for execution of the subject work. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the Bid Document and obtain independent advice from appropriate sources.

Neither ECL nor its employees or its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the Bid Document, any matter deemed to form part of the Bid Document, the award for setting up, operation & maintenance of deshaling plant and any other information supplied by or on behalf of ECL or its employees, any of its consultants or otherwise arising in any way from the selection process for execution of the subject work of the deshaling plant on BOO concept. The Bidder shall bear all costs associated with preparation and submission of his/ their Offer and ECL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ECL reserves the right to reject any or all the Offers or cancel/ withdraw the Bidding process for execution of the subject work of the deshaling plant on BOO

concept without assigning any reason whatsoever and in such case, no bidder/ intending bidder shall have any claim arising out of such action.

Though, adequate care has been taken while issuing the Bid Documents, the Bidder should satisfy himself that the documents are complete in all respects. Intimation of any discrepancy shall be given on e-procurement portal under the link “Clarification” within the period as specified under Clause No. 2.0 of detailed e-tender notice. If no intimation is received within the period as specified under Clause No. 2.0 of detailed e-tender notice, then this office shall consider that the Bid Document uploaded by the Coal company is complete in all respects and that the Bidder is satisfied that the Bid Document is complete in all respects.

LIST OF ABBREVIATIONS

| | |
|----------|--|
| adb | Air Dried Basis |
| apb | As Produced Basis |
| arb | As Received Basis |
| ASQ | Agreed Scheduled Quantity |
| BG | Bank Guarantee |
| BOO | Build-Own-Operate |
| BS | Bid Security |
| CIL | Coal India Limited |
| CMPDI | Central Mine Planning & Design Institute Limited |
| Coal Co. | CIL / Subsidiary Company |
| CTC | Cost to Company |
| ECL | Eastern Coalfields Limited |
| EIC | Engineer-in-Charge |
| EMD | Earnest Money Deposit |
| EMP | Environmental Management Plan |
| FC | Foreign Currency |
| FQ | Financial Qualification |
| FQR | Financial Qualification Requirement |
| FS | Financial Security |
| FSA | Fuel Supply Agreement |
| GCV | Gross Calorific Value |
| GST | Goods and Services Tax |
| ICB | International Competitive Bidding |
| INR | Indian National Rupee |
| JV | Joint Venture |
| LD | Liquidated Damages |
| LM | Lead Member |
| LoI | Letter of Intimation |
| LoA | Letter of Acceptance/Letter of Award |
| mm | Millimetre |
| MoU/ MOU | Memorandum of Understanding |
| MSQ | Monthly Scheduled Quantity |

| | |
|------|----------------------------|
| Mtpa | Million tonne per annum |
| NIT | Notice Inviting Tender |
| OE | Organic Efficiency |
| O&M | Operation and Maintenance |
| PGT | Performance Guarantee Test |
| PO | Plant Operator |
| QR | Qualifying Requirements |
| RFP | Request for Proposal |
| RFQ | Request for Qualification |
| SD | Security Deposit |
| SEB | State Electricity Board |
| TCB | Techno Commercial Bid |
| TDS | Tax Deducted at Source |
| tph | tonnes per hour |
| TQ | Technical Qualification |
| UHV | Useful Heat Value |
| USD | US Dollar |
| VM | Volatile Matter |

DEFINITIONS

'Accepting authority' shall mean the management of ECL or their authorized representative.

The **'Agreement'** shall mean the document envisaging the agreement entered into between the Company & the Selected Bidder for setting up of Dry Deshaling Plant as well as operation & maintenance of the Plant on BOO concept.

'Approved' shall mean approved in writing.

'Associate'/ 'Consortium Partners' shall mean a proprietary concern/ partnership firm/ Limited Liability Partnership (LLP)/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders who forms consortium in such a way that the consortium collectively possess both the Technical Qualification (TQ) of set up/O&M of a Coal/ Mineral Beneficiation Plant with dry/wet technologies & Financial Qualification (FQ). Associate individually may or may not possess any of the TQ but must have minimum 26% equity in the subject project totalling to 100%.

'Authorised Signatory' shall refer to the person/ persons and organization who have been so authorised by the Bidder/ Associate to represent them in respect of the Offer submitted.

'Bank Guarantee' shall mean the Bank Guarantee to be provided by the Bank on behalf of bidder to the Company.

'Base Date for set up' shall mean the actual date of signing of Agreement or leasing out of the site whichever is later.

'Base Date for operation' shall mean the actual date on which plant commences its commercial operation and the same will be considered as a reference date for

determining the period to be considered for payment of operating charges.

'Base Price'/ 'Washing Charges'/ 'Operating Charges'/'Quoted Operating Charges' shall mean the operating charges per tonne of raw coal ('dry') processed excluding taxes & duties quoted by the L1 bidder.

'Organic Efficiency' shall be the ratio of actual clean coal yield (from actual process) to that of clean coal yield arrived theoretically by float and sink test of representative coal sample for a particular month.

'Effective Operating Charges' shall mean operating charges calculated from the 'Quoted Operating Charges' and 'Quoted Organic Efficiency' by the bidders for evaluation purpose only.

'Beneficiation/ Washing/Processing' shall mean improvement in quality created by scientific treatment (through dry processes only) on coal without destruction of its physical identity for the desired end use.

'Dry Deshaling Plant' shall mean the plant where improvement in quality is created by scientific treatment (through dry processes only) on coal without destruction of physical identity for the desired end use.

'Bidder' shall mean a proprietary concern/ partnership firm/ Limited Liability Partnership (LLP)/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders who has submitted the Offer. In case of Associate/ Consortium Route, Lead Member of Consortium will be termed as 'Bidder'.

'Bidding' shall mean participation in the bidding process may be done either as a Sole Bidder in case of Sole Bidder Route or as a Lead Member in case of Associate/ Consortium Route for setting up and operation & maintenance of Dry Deshaling plant on

BOO concept.

‘Bid Document/ Integrated Bid Document’ shall normally mean the combined RFQ & RFP document (including Technical, Commercial & Price Offer etc.) uploaded by ECL.

‘Bid for Qualification’ shall mean the proposal submitted by the Bidder in response to Qualification part of the Integrated Bid document.

‘Bid for Proposal’ shall mean the proposal submitted by the Bidder in response to the RFP part of Integrated Bid document.

‘Build-Own-Operate (BOO)’ refers to the concept in which the ownership (financing) of plant, setting up as well as operation & maintenance of plant during the entire contract period shall lie with the Plant Operator (PO). ECL shall pay the agreed operating charges to the PO.

Ownership of the land (provided on lease rent basis by Coal Co.), raw coal & its products will remain with Coal Co.

‘Coal Co.’ means Coal India Limited and/ or its Subsidiary Companies (in the present document it is ECL) and its successors-in-interest and assigns.

‘Codes’ shall mean the following, including the latest amendments, and/ or replacements, if any:

- (a) Standards/ Publications of Bureau of Indian Standards (BIS) relevant to the works under the contract and their specifications.
- (b) Other Internationally approved Standards and/ or rules and regulations touching the subject matter of the contract, such as:
 - (i) ASME Test codes.
 - (ii) AIEE Test codes.
 - (iii) American Society of Materials Testing Codes.

(iv) CEAR 2010 (Measures relating to safety and electric Supply)/ Indian Electricity Act and Rules and Regulations made thereunder.

(iv) Indian Explosive Act and Rules and Regulations made thereunder.

(v) Indian Petroleum Act and Rules and Regulations made thereunder.

(vi) Indian Mines Act and Rules and Regulations made thereunder.

(vii) Other Rules & Regulations related to the washery environment etc.

(c) E-procurement Manual of CIL

(d Any other acts, laws, rules, regulations, acts and guidelines applicable in India with respect to factory, labour, safety, compensation, insurance etc. which directly or indirectly affects or governs this subject work.

'Commercial Operation' shall mean the operation & maintenance of plant in which the complete equipment covered under the contract is officially declared by the PO to be available for continuous operation after successful PGT and acceptance of the same by ECL.

'Commissioning of the Plant' shall mean completion in all respect of construction of the plant including all associated infrastructure and successful Performance Guarantee Test and rendering the plant ready for commercial operation.

'Company' wherever occurs means Eastern Coalfields Limited (ECL) and/ or its assigns unless it is repugnant to the context or meaning thereof.

'Contract' shall mean the formal agreement executed between ECL and the Selected Bidder for setting up of the deshaling plant, operation & maintenance on BOO concept.

'Contract period' shall mean the construction period of 30 months (12 months of obtaining EC and other Clearances + 18 months for construction) from the date of signing of contract or leasing out of the site whichever is later plus the period of eighteen (18) years from the date of commercial operation by the Plant Operator or thereafter extended on mutually agreed basis.

‘Cost to Company’ shall mean the “Total Value (i.e. Base price + taxes and duties) quoted by the bidder” excluding “CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit”.

‘Date of Contract coming into force’/ ‘Effective Date of Contract’ shall mean the date on which contract is signed between the Company and the Bidder for the subject work.

‘Datum Line’ shall mean the last day of the scheduled month of expiry of completion period (i.e. 30 months) from the date of signing of Agreement or leasing out of the site whichever is later.

‘Day’ for commercial operation shall be a period of 24 hours comprising 3 consecutive shifts (morning to night shift) or as mutually decided by ECL and Plant Operator.

‘Engineer’ wherever occurs, means the authorised representative or any other officer, specially deputed by the Company for the purpose of contract and to assist the Engineer-in-Charge.

‘Engineer-in-Charge (EIC)/ Designated Officer-in-charge’ shall mean a person of appropriate seniority who will be responsible for supervising and administering the contract, certifying payment due to the PO, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-Charge (EIC)/ Designated Officer-in-Charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the PO who is directly responsible for execution at the site. However, overall responsibility, as far as the contract is concerned during the entire contract period will be that of the Engineer-in-Charge (EIC)/ Designated Officer-in-Charge.

‘Government Approvals’ shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/ project.

'Inspector' shall mean any person nominated by the Company from time to time to inspect the equipment, stores or works under the contract and/ or the duly authorised representative of the Company.

'Lead Member' (LM) shall mean the Bidder who has been identified by the Associate members through MoU in case of Consortium/ Associate Route. The LM shall continue to perform the obligations towards the subject work for the entire contract period having maximum no. of consortium partners upto three (including LM). In case of Associate/ Consortium Route, Lead Member of Consortium will be termed as 'Bidder'. The Lead Member may or may not have any Technical Qualification (TQ) but the Lead Member himself has to fulfil the Financial Qualification (FQ) of the Bid.

'Letter of Acceptance'/ 'Letter of Award' (LoA) of the Offer shall mean the official communication issued by the Tender Inviting Authority/EIC notifying the Preferred Bidder about acceptance of its offer & inviting for signing of Contract.

'Month' shall mean a calendar month according to the Gregorian calendar.

'Offer' shall mean the proposal of the Bidder submitted in response to the integrated Bid Document uploaded by ECL and subsequent clarifications, if any.

'Performance Guarantee Tests (PGT)' shall mean all operational checks and tests which are required to determine and demonstrate capacity, efficiency, quality parameters and operating characteristics as specified in the Bid Document.

'Preferred Bidder' shall mean the eligible Bidder invited by ECL for entering into contract for execution of the subject work on BOO concept.

'Price Offer' shall mean the part of the offer submitted by the Bidder giving details of the price part i.e. operating charge, relevant taxes & duties etc.

‘Project’ shall mean the deshaling plant including any and all infrastructure facilities proposed to be put up for setting up of deshaling plant on BOO concept.

‘Coal Washery Rejects/Rejects’ shall mean the by-product of plant having Gross Calorific Value (GCV) less than 2200 kcal/kg.

‘Selected Bidder’/ ‘Successful Bidder’ shall mean the Preferred Bidder that has finally entered into the contract with ECL for execution of the subject work of Dry Deshaling Plant on BOO concept.

‘Set up’ shall mean execution of Construction of Dry Deshaling Plant from concept to commissioning which inter-alia includes planning, design & engineering, selection of necessary equipment & machineries, procurement, delivery, erection/ installation, testing, successful commissioning of coal washery plant including PGT and all allied activities.

‘Set up period’ shall mean a period of 30 months (12 months of obtaining EC and other Clearances + 18 months for construction) and any extension thereof required for set up of the plant up to successful commissioning including Performance Guarantee Tests (PGT) after signing of the Contract or leasing out of the site whichever is later.

‘Site’ shall mean the place of the contract work including land and any building and erections thereon as specified by the Coal Co. and any other land allotted by the Company for Bidder’s use in the execution/ performance of the contract.

‘Specification’ shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

‘Subject Work’ shall mean entire scope related to ‘setting up of dry deshaling plant’ as well as its ‘operation & maintenance’ on BOO concept.

'Techno-commercial Offer' shall mean the proposal submitted by the Bidder in response to the technical and commercial part of the bid document, except the Price Offer.

'Temporary Works' shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

'Plant Operator' (PO) wherever occurs means the Selected Bidder and shall include legal representative of such individual or persons comprising a firm or an entity or the successors-in-interest and permitted assignees of such individual, firm, entity as the case may be.

'Washed/Clean Coal' shall mean the main product of dry deshaling plant which satisfies the quality parameters laid down in the Bid Document/ Contract Document.

'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/ Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

'2nd Product' shall mean by-product of Dry deshaling plant (other than Clean Coal). In case the GCV of this 2nd Product is less than 2200 kcal/kg, it will be termed as Rejects and will be regulated as per MoC guidelines of "Policy for handling and disposal of washery rejects".

Note

i) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Engineer/ Engineer-in-Charge (EIC).

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- ii) Terms and expressions not defined herein shall have the same meaning as are assigned to them in the “GST Act”, failing that in the “Indian Contract Act”, and failing that in the “General Clauses Act”.
- iii) Words importing ‘**singular**’ only shall also include the **plural** and vice-versa where the context so requires. Similarly the words with ‘masculine’ meaning shall also refer ‘feminine’ meaning as per the requirement/ suitability of the text.

DETAILED E-TENDER NOTICE

DETAILED E-TENDER NOTICE



(A Subsidiary of Coal India Limited)

A Mini Ratna Company

(Under Jurisdiction of Court only)
Eastern Coalfields Limited
 (A Subsidiary of Coal India Limited)
 Office of The General Manager(E&M)
 Sanctoria, Post: Dishergarh,
 District: West Bardhaman, W.B,
 PIN - 713 333 Tel: 0341-2520052-53, 2520414
 e-Mail: hodenm.ecl@coalindia.in
 Fax. No.: 0341-2523574
 Web Site <https://easterncoal.nic.in>
www.coalindiatenders.nic.in
www.eprocure.gov.in;

E-Tender Notice No.:

Dated: .././.....

1.0 Bid/ Offers are invited on-line on the website <https://coalindiatenders.nic.in> from the bidders enrolled on this site with Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

| Description of Works | BID SECURITY/ EMD | Schedule (..... days as per 30 months + 18 yrs) | |
|---|-------------------------------|---|---|
| | | Set up | Operation & Maintenance |
| <p>Setting up of Chitra dry deshaling plant (2.0 Mtpa) at S.P Mine area, ECL on BOO Concept.</p> <p>a. Scope of Work: The work consists of Planning, Design & Engineering, Selection of necessary equipment and machinery, procurement, delivery, erection/ installation along with all associated civil & structural works, testing, successful commissioning of coal deshaling plant including PGT with two years' critical spares, works required for completion of entire project even if not specifically mentioned and all allied activities as well as its subsequent operation & maintenance to produce washed/clean coal and 2nd Product of requisite quality & quantity; their covered storage at plant site and delivery of washed/clean coal and 2nd product from their respective covered storage facilities to respective proposed hoppers for truck loading through respective belt conveyors</p> <p>b. Throughput Capacity: 2.0 Mtpa raw coal (as received basis).</p> | ₹50,00,000 (INR Fifty lakhs) | 30 months (900 Days) (including obtaining EC and other Clearances, construction, trial-run and Commissioning of plant) from the date of signing of Agreement or leasing out of the site whichever is later. | 18 (eighteen) years and thereafter extended on mutually agreed basis. |
| Location: At S.P Mine Area of ECL, Dist. West Bardhaman, W.B | | | |

Note: Tender Notice will also be available on www.eprocure.gov.in & <https://www.easterncoal.nic.in>

Tender notice will also be available on CPP Portal www.eprocure.gov.in.

2.0 TIME SCHEDULE OF TENDER

| Sl. No | Particulars | Date | Time |
|--------|--|--|------|
| a. | Tender e-Publication date | As given on the website https://coalindiatenders.nic.in | |
| b. | Start date for Document download | | |
| c. | Last date for Document download | | |
| d. | Start date for seeking Clarification on-line by bidder | | |
| e. | Last date for seeking Clarification on-line by bidder | | |
| f. | Last date for replies to Clarifications sought by bidders (within 10 working days from Sl.No. (e) above) | | |
| g. | Date of Pre-bid Meeting | | |
| h. | Start date for Bid/ Offer Submission | | |
| i. | Last date for Bid/Offer submission | | |
| j. | Bid/ Offer Opening date (Cover-1) | | |

3.0 DEPOSIT OF BID SECURITY/ EMD

The bidders have to make payment of BID SECURITY/EMD either through Net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s). In case of payment through Net-banking, the money will be immediately transferred to ECL's designated Account. In case of payment through NEFT/RTGS, the bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in ECL's bank account and the information flows from Bank's Server to e-Procurement portal.

4.0 SECURITY DEPOSIT

Refer Clause No. 4.6 of Section 4 of this document.

5.0 PRE-BID MEETING

The pre-bid meeting shall be held in the office of General Manager (E&M), ECL on the scheduled date & time, as specified on the website. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter related to bid document that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The minutes of the Pre-Bid meeting shall be uploaded on the portal which can be viewed by all interested bidders. Representatives of bidder(s) only can attend the Pre-Bid meeting.

NOTE: Pre-Bid Meeting can be attended through VC using the link: <https://call.lifesizecloud.com/.....>

6.0 SEEKING ON-LINE CLARIFICATION BY PROSPECTIVE BIDDER

The prospective bidders may seek clarification on-line within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

7.0 AMENDMENT IN BID DOCUMENT

Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum/Corrigendum/date extension, etc. in respect of this tender shall be part of bid document and issued on our website <https://coalindiatenders.nic.in> only. No separate

notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.1 of this Detailed e-Tender notice.

8.0 ON-LINE BID SUBMISSION USER PORTAL AGREEMENT

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of bid document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement. However, tender notice will also be accessed through websites such as www.eprocure.gov.in & www.easterncoal.nic.in.

9.0 ELIGIBLE BIDDERS

9.1 Any bidder enrolled in the site <https://coalindiatenders.nic.in> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA subject to his qualification as per Clause no. 10.0 of this detail e-tender notice. The bidder may be a proprietary concern/ partnership firm/ Limited Liability Partnership (LLP)/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

All Indian bidders should be registered under GST and should possess GST Registration Certificate (with GSTIN).

9.1.1 Participation of Joint Venture company

A Joint Venture Company may participate in the bidding process either as a sole bidder or as a member of consortium. Each member/ entity of the Joint Venture Company shall be responsible jointly & severally for completing the task as per the bid.

Joint Venture Company shall comply the following:

- a) Documentary evidence (Certificate of Incorporation; Certificate of Registration; Memorandum & Article of Association etc.) w.r.t. formation of the joint venture company must be furnished with the offer.
- b) The offer shall include all the information regarding capability, experience as required for a bidder for each entity in Exhibit 1. For the purpose of eligibility criteria, collective credentials of the members of a Joint Venture Company will also be considered.
- c) An entity can be a member in only one Joint Venture Company. In case, same entity submits offer as a member of other Joint Venture Company for the same project then offers submitted by all such joint venture companies shall be rejected.
- d) Separate offer by an entity of a Joint Venture Company shall not be accepted.
- e) In case, JV Company submitting its Offer on the financial strength and/ or technical competence of its holding company/ JV Partner(s), it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to

bidders, its holding company/ JV Partner(s) shall be legally bound both jointly and severally to this Contract for discharging all the contractual obligations on behalf of bidder.

9.1.2 Participation of Subsidiary Company

In case, the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ net-worth of subsidiary/ entity(ies) separately, the same in respect of the subsidiary/ entity(ies) shall also be considered to meet the eligibility criteria. In such case, copy of a letter from the parent company to that effect shall be submitted as Exhibit 5.

In case, the Bidder/ Consortium partner(s) being a subsidiary company submitting its Offer on the financial strength and/ or technical competence of its holding company, it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to bidders/ consortium partner(s), its holding company shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of bidder/ consortium partner(s).

9.2 Route of Bidding

9.2.1 Sole Bidder Route

In this route, both the Technical & Financial qualification parameters as stated in Cl. No. 10.2.1 & 10.2.2 shall be complied by the Sole Bidder itself. The bidder shall be solely responsible for completing the task as per the Contract/ Bid document.

9.2.2 Associate/ Consortium Route

In case of Associate/ Consortium Route, one of the Consortium partner shall be designated as Lead Member (LM). In this route, two or more (maximum three including Lead Member) entities may jointly participate in the bidding process including the Lead Member. Each entity shall be jointly and severally responsible for completing the task as per the contract. The consortium shall comply the requirements given hereafter.

In case of consortium, for qualifying as the member of consortium, each partner in the consortium shall contribute at least 26% of the total equity in the project totaling to 100%. The Lead Member shall meet the financial qualification & shall have to continue for entire Contract period

The consortium partners shall collectively meet both the technical & financial requirement.

The Lead Member (LM) shall be authorized to incur liabilities and receive instructions for and on behalf of any and all entities of the consortium and the entire execution of the Contract including payment and this shall be done exclusively with the lead member.

The lead member in the consortium shall be overall responsible for the execution of the contract. The lead and other members of the consortium shall be jointly and severally responsible for execution of the contract.

An entity can be a member in one consortium only. In case, same entity submits offer with other consortia, offer of all such consortium shall be rejected.

Separate offer(s) by consortium member shall not be accepted.

After submission of the offer and upto two years of commercial operation, any change in the membership of a consortium or in the responsibilities or commitments of a consortium member is not permitted.

NOTE:

- i) Normally the Lead Member and the Associate(s) shall continue for entire period of Contract.
- ii) All the Associate(s) shall have to continue for set up period and thereafter for a minimum period of two years of commercial operation.
- iii) In case of dissociation of any Associate at any point of time after two years of commercial operation, the stake of dissociated Associate(s) shall be taken over by the Lead Member/remaining Associate, and informed to the coal company by submitting the Exhibit-2 with revised stake holdings.
- iv) If Lead Member/ remaining Associate do not take over the stake of the dissociated Associate(s), the Contract shall be terminated and ECL shall take over the entire plant with all the infrastructural facilities without paying any compensation.
- v) If any of the Associate(s) dissociate from consortium prior to completion of two years of commercial operation, ECL shall take over the entire plant with all the infrastructural facilities without paying any compensation/ consideration.

9.3 Submission of Exhibit -1, GST registration Certificate, MoU & PoA (To Be Submitted by Bidders as a Confirmatory Document)

Sole Bidder or each member of consortium shall furnish details regarding profile, communication details, Organization history and responsibilities of each entity and the commitments each entity has made towards the consortium as per the format given at Exhibit 1.

Indian Bidder (Sole bidder or Lead member of consortium) shall also furnish scanned copy of GST registration certificate issued by appropriate Authority.

In case the work is awarded to a Foreign Bidder (Sole bidder or Lead member of consortium), It shall be liable to get registered itself under GST in India and submit GST Registration Certificate (with GSTIN) before execution of the Agreement.

LM shall be identified through Memorandum of Understanding (MoU) amongst the Associate(s). Bidder shall upload a "Memorandum-of-Understanding" (MoU) with his Associate(s)/ Consortium partner(s) as per format given in the Exhibit 2 of this bid document. This MoU shall be signed by all the Consortium partners, through their respective legally authorized signatories. This authorization by all Consortium partner/ authorization by Sole bidder shall be evidenced by uploading a Notarized Power of Attorney (PoA) as per Exhibit-3.

Before authorizing the LM, there should be a decision by the respective Board of directors regarding selection of LM in a duly convened meeting and evidence of the same shall be furnished along with Exhibit - 2.

10.0 ELIGIBILITY CRITERIA FOR BIDDING

The Technical Qualification Requirement (TQR) and Financial Qualification Requirement (FQR) of the Bidders and/or Associate(s) for coal dry deshaling plant under "Build-Own-Operate" (BOO) concept should be to meet the qualifying requirement as stipulated hereafter. Any Associate including Lead member in consortium route shall not be a partner of another Bidder bidding for the same coal dry deshaling plant. Further, any Bidder bidding on its own for a particular coal dry deshaling plant shall not associate with other Bidder(s) for the same coal dry deshaling plant.

Non-compliance of any of the eligibility criteria and terms and conditions of Bid document may lead to rejection of the offer.

10.1 Desired Profile of Bidders / Associates

The Bidder/ Associates shall be proprietary concern/ partnership firm/ Limited Liability Partnership (LLP)/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

10.2 Desired Qualification Requirement of Bidders / Associates

10.2.1 Technical Qualification Requirement (TQR)

- A. The Bidder/ Associate(s) The Bidder/ Associate(s) shall have a proven track record of successful completion of setting up atleast one (single unit) Coal/ Mineral Beneficiation Plant /coal handling plant/bulk handling plant of **1.0 Mty** capacity in the last **twenty five (25) years** (from last day of the month previous to the one in which bid is invited).

In respect of the above eligibility criteria the bidders are required to furnish the following information along with Exhibit-7:

- a. Name of the Coal Washery/ Mineral Beneficiation Plant/coal handling plant/bulk handling plant set up
- b. Material Handled
- c. Complete address of the plant
- d. Whether Coal Washery/ Mineral Beneficiation Plant/coal handling plant/bulk handling plant is owned by Bidder/Associate/Client
- e. Name of the Client (if owned by client, else N.A.)
- f. Ref. No. & Date of Award of Work (if owned by Client, else N.A)
- g. Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning
- h. Plant capacity (in tonnes per annum)
- i. Date of Commissioning of the plant
- j. Brief Description of technology/scheme used in the referred plant

Note: Bidder/Associate(s) should submit a notarized certificate from its client or notarized self-certificate in case the plant is owned by the Bidder/Associate(s) itself that "Bidder/Associate(s) has successfully performed Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning of the plant (mentioning its address, capacity & date of commissioning)".

10.2.2 Desired Financial Qualification Requirement of Bidders / Associates

The Bidder in case of Sole Bidder Route and the Lead Member in case of Associate/ Consortium Route should have adequate financial capability in terms of net worth and average annual financial turnover to meet the financial commitments commensurate with the scope of work. This financial capability of bidders shall be evaluated for those bidders who will continue to perform the obligations towards the execution of the subject work for the entire contract period, such as sole bidder or Lead Member in case of Consortium/ Associate Route. Financial qualification requirements (FQR) are detailed hereafter:

10.2.2.1 Net Worth

The bidder must have minimum net worth (as per FY 2024-25) of ₹ 41 Crores (Forty One crores). Audited balance sheet in support of Net Worth is required to be furnished by the bidder.

In case of Foreign Bidder if documentary evidences for Net Worth is in Foreign Currency the same shall also be furnished in INR duly certified by appropriate authority considering the rate of conversion as prevailing on the date of the documentary evidences in foreign currency.

In respect of the above eligibility criteria the bidders are required to furnish the following information in Exhibit-8:

- a) Net worth of the bidder/ lead member for the year 2024-25 in INR (with UDIN) alongwith the Name of Chartered Accountant/ Equivalent Authority and his membership number.

10.2.2.2 Turnover Requirement

Average annual financial turnover during the 3 financial years as chosen by the Bidder from the 4 (four) immediately completed consecutive financial years in which the bid is invited should be at least INR 49 Crores (Forty Nine Crores) or its equivalent in USD supported by furnishing CA certificate or equivalent in case of foreign bidder based on audited Annual Reports & Accounts.

The certificate issued by Registered Chartered Accountant must contain UDIN. Average Annual Financial Turnover shall be given a weightage of 7% per year (average annual rate of inflation to bring them at current price level) for INR for arriving out the average Annual financial Turnover.

Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the turnover is furnished in USD, then the updated average turnover in INR will be computed as:

Sum of turnover for previous during three financial years in USD/3 X Rs (as on date).

In respect of the above eligibility criteria the bidders are required to furnish the following information in Exhibit-8:

Annual financial turnover in INR/USD along with Chartered Accountant or Equivalent Authority (in case of USD) name, membership number of Chartered Accountant/ Equivalent Authority (in case of foreign associate(s)/bidder) who has certified the same and Date of certificate issued by Chartered Accountant/ Equivalent Authority (in case of foreign associate(s)/bidder) for any 3 out of 4 of the following financial year of the bidder/ lead member:

- a) 2021-22
- b) 2022-23
- c) 2023-24
- d) 2024-25

NOTE : 1. Notwithstanding any pre-bid check on qualification, ECL reserves the right to undertake any post-bid verification and/ or evaluation of qualification of bidders as deemed necessary.

2. Even though the bidders meet the above criteria, they are subject to disqualify, if they have a) Made misleading or false representation in the offer uploaded in the proof of Qualification requirement; and/or b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

3. All certificates issued by CA must contain UDIN (Unique Document Identification Number).

11.0 SUBMISSION OF OFFER

- a. In order to submit the offer, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindienders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person **which shall be evidenced by Exhibit - 4**. The enrollment on the portal must be in the name of Sole Bidder, if bidding in Sole bidder route or in the name of Lead member, if bidding in the Consortium/Associate Route.
- b. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of bid document including conditions of Contract and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid/offer shall be accepted.
- c. **Letter of Bid:** The format of Letter of Bid (as given in Enclosure - I of bid document) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid/offer submission in **Cover-1**. This will be the covering letter of the bidder for his submitted offer. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by ECL with bid document, then the offer will be rejected.

- d. **Price bid/offer:** The Price Bid/offer i.e. **BoQ** containing the details of Operating Cost per tonne of raw coal (dry) and Organic Efficiency will be in Excel Format and the same will be downloaded by the bidders. They will quote for all items on this **BoQ**. Thereafter,

the bidder will upload the same **BoQ** during bid/offer submission in **Part 2 Cover - 2**. This file will be digitally signed and uploaded by the Bidder. Lowest bidder will be decided after evaluation based on Cost to Company as per predefined logic considering Effective operating charge in the BoQ sheet.

Effective Operating Charge = Quoted Operating Charge – 3.65*(Quoted Organic Efficiency% - 88%)

'Cost to Company' shall mean the "Total Value (i.e. Base price + taxes and duties) quoted by the bidder" excluding "CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit" which will be used to arrive Effective operating charge.

The system will compute the amount of GST and GST (Compensation to State) Cess, as per the predefined logic in BoQ sheet.

The Price Bids/offers of the bidders will have no condition. The bidder whose **BoQ** is incomplete and not submitted as per instruction given above will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.

NOTE:

- i. The rate quoted by the Bidder shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ.
- ii. The Tax Invoice raised by the bidder must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN for the services to ECL. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to operating charge, shall be shown separately in tax invoice.
- iii. The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of operation, shall be paid extra against submission of proper Tax Invoice by PO, as referred above, so that ECL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- iv. If ECL fails to claim Input Tax Credit (ITC) or the ITC claimed is disallowed due to failure on the part of Plant operator (PO) for services incorporating the Tax Invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the PO along with interest, if any.
- v. The payment of CGST & SGST or IGST and GST (Compensation to state) Cess by ECL to PO would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of CGST & SGST or IGST and GST (Compensation to state) Cess is the responsibility of PO.
- vi. In the event of any additional tax liability accruing on the PO due to classification issue or for any other reason, the liability of ECL shall be restricted to the amount of GST charged on the original tax invoice issued by the PO.
- viii. **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the PO.

12.0 All documents relating to the online Bid shall be in the English language. In case of other language, information shall have to be translated in English and to be certified/

authenticated. The offers along with all the supporting documents are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No offer shall be accepted off-line.

13.0 It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, ECL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

13.(A) Provision of Public Procurement (Preference to Make in India Policy) - The provision of public procurement (Preference to Make in India) order 2017 will apply to this tender as detailed in Gol order no. P-45021/2/2017-PP B.E.-II dated 16.09.2020 for giving preference to "Make in India" Products (Copy Enclosed as Exhibit-11). Bidders are required to submit necessary certificates & documents as detailed in the above referred Gol order in support of their claim to avail benefit against this order

14.0 The scanned copy of following documents will be uploaded by the bidder while submitting bid online:

| <u>PART-1 (COVER-1)</u> | | |
|--------------------------------|--|---|
| Sl. No. | Particulars | Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT) |
| 1 | Letter of Bid [Ref.CI.No.11(c) of this detail e-tender Notice] | Letter of bid on Bidder's letter head as per Format given in the bid document (As per Enclosure I). |
| 2 | Profile [Ref.CI.No. 9.3 and 10.1 of this detail e-tender Notice] | The bidder and Associate(s) has to furnish details as per Exhibit 1 along with the documentaries evidences for items mentioned therein. |
| 3 | Goods and Service Tax [Ref. CI.No. 9.1 and 9.3 of this detail e-tender Notice] | The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder - GST Registration Certificate issued by appropriate authority. b) Status: Foreign Bidder - A declaration stating therein that if the work gets awarded to them then they shall get themselves registered under GST in India and shall submit the GST Registration Certificate (with GSTIN) before execution of the Agreement. |
| 4 | Route of bidding, Role of Bidder & their Percentage Stake [Ref.CI.No.9.2 and 9.3 of this detail e-tender Notice] | a) For Associate/Consortium route: Memorandum of Understanding with Associates, in case of Associate/ Consortium route of bidding as per Format given in the bid document (As per Exhibit 2). Along with evidence of the decision taken by the respective Board of directors regarding selection of LM in a duly convened meeting |

| | | |
|---|---|---|
| | | <p style="text-align: center;">or</p> <p>b) For Sole Bidder: Furnish the same as “Not Applicable”</p> |
| 5 | Power of Attorney [Ref.CI.No.9.3 of this detail e-tender Notice] | Power of Attorney as per Format given in the bid document (As per Exhibit 3). |
| 6 | Letter by Parent Company [Ref CI.No. 9.1.2 of this detail e-tender Notice] | <p>a) For Subsidiary Company whose consolidated financial report is prepared by the parent company showing information/ net worth of subsidiary/ entity(ies) separately: Letter by the Parent Company to that effect as per CI.No. 9.1.2 of this detail e-tender Notice of Bid document (As per Exhibit 5)</p> <p style="text-align: center;">or</p> <p>b) For others : Furnish the same as “Not Applicable”</p> |
| 7 | Undertaking by Holding Company/JV Partners [Ref Cl. No. 9.1.1 and 9.1.2 of this detail e-tender Notice] | <p>a) For Subsidiary Company/JV Company bidding on the strength of Holding Company/JV Partners: Undertaking by Holding Company/JV Partners as per Cl.No.9.1.1 and 9.1.2 of this detail e-tender Notice of Bid document (As per Exhibit 6)</p> <p style="text-align: center;">or</p> <p>b) For others : If not bidding on the strength of Holding Company/JV Partners: Furnish the same as “Not Applicable”</p> |
| 8 | Technical Qualification Requirement [Ref. Cl.No. 10.2.1 of this detail e-tender Notice] | <p>Affidavit on Non-Judicial Stamp Paper regarding correctness of information alongwith all the attachment, furnished w.r.t Technical Qualification Requirement (As per Exhibit – 7)</p> <p>The foreign bidders should submit this Affidavit duly vetted/endorsed by the relevant* Embassy/ High Commission concerned.</p> <p>*Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the referred plant has been set up/operated or Country of origin of the bidder</p> |
| 9 | Financial Qualification Requirement [Ref.CI.No.10.2.2 of this detail e-tender Notice] | <p>1. Sole Bidder or Lead member of consortium to furnish details as per Exhibit - 8 along with documentaries evidences for Net worth as mentioned therein. All the certificate/documents issued by CA should have UDIN.</p> <p>The foreign bidders should submit evidence of Net Worth duly vetted/endorsed by the relevant* Embassy/ High Commission concerned, towards authenticity of document (As per Exhibit-8).</p> <p>2. Sole Bidder or Lead member of consortium to furnish details as per Exhibit - 8 for Annual Financial Turnover along with documentaries evidences such as Financial Turnover certificate alongwith profit and loss account,</p> |

| | | |
|----|---|--|
| | | <p>issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India.</p> <p>The foreign bidders should submit Financial Turnover Certificate based on International Financial Reporting Standards (IFRS), accounting standard certified by a local practicing public accountant/ audit firm duly vetted/ endorsed by the relevant* Embassy/ High Commission concerned towards authenticity of document (As per Exhibit-8).</p> <p>*Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the bidder has obtained evidence of net worth or Country of origin of the bidder.</p> |
| 10 | Integrity Pact [Ref.CI.No.34 of this detail e-tender Notice] | Duly signed and witnessed Integrity Pact as per Format given in the bid document (As per Enclosure - IV). This should be signed by the bidder alongwith all the consortium partner, if any, through their respective legally authorized signatories |
| 11 | Authorization for Digital Signature Certificate [Ref.CI.No.11(a) of this detail e-tender Notice] | <p>a). If the bidder himself is the DSC holder bidding on-line then self-declaration of the bidder to this effect (As per Exhibit – 4).</p> <p>OR</p> <p>b). if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder (As per Exhibit – 4).</p> |
| 12 | Affidavit for genuineness of information | An Affidavit as per the format given in the bid document (As per Exhibit -9). The affidavit is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. In case of Consortium, Affidavit to be signed by all partners as per Exhibit-9. |
| 13 | Undertaking | Proforma for Undertaking is to be uploaded by Bidder/ all partners (in case of consortium) on their letter head as per Exhibit-10 regarding relatives as employees of company, arbitration clause(in case of Partnership Firm/JV, local supplier status of bidder etc.) |
| 14 | Mandate Form | As per Enclosure-III (for electronic fund transfer / internet banking payment) |
| 15 | Appendix 1 | BROAD PARAMETERS |
| 16 | Appendix 2 | A. Description of Processing Scheme, Flow Diagram along with Organic Efficiency (to be matched with that quoted in BoQ) |

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| | | B. Detailed Work Programme |
| 17 | Appendix 3 | A. Technical Details of Main Mechanical & Electrical Equipment B. Details of Civil Buildings & Structural |
| 18 | Appendix 4 | Acceptance on the minimum quantity of HEMM equipment to be deployed by bidder |
| 19 | Appendix 5 | A. Details of Requirement of Electricity B. Details of Requirement of Water |
| 20 | Appendix 6 | List of the recommended spares & critical spares as per Cl No. 4.32 of Section 4 of Bid document |
| <p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p> <p>Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Offer non-responsive & liable for rejection.</p> | | |

15.0 EXTENSION OF TIME SCHEDULE OF TENDER:

15.1 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.2 If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System for a period of four days ending at 17:00 hrs. This will be reflected in the portal after midnight i.e. start of the next day.

If above extended dates falls on holiday i.e. a non-working day as defined in the e-procurement portal the same is to be rescheduled in the next working day.

In case number of bids received is still less than three, the offers received will be opened. If no offer is received even after extended period the tender will be cancelled.

16.0 OPENING OF BIDS :

- i) The Technical Bid [Cover-I] will be opened one day after the Bid submission end date or next working day whichever is later. The technical bid will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
- ii) All the documents uploaded by the Bidder(s) including Letter of Bid & EMD Exemption documents (if any) shall be downloaded after opening of Technical bid. After opening and decryption of the Technical bid the "technical bid opening summary" will be uploaded on the same day.

17.0 EVALUATION OF BID

- i) After opening of Technical bid, the documents submitted by bidder(s) in Part-1 as enlisted in NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of Price Bid.
- ii) In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder. The bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 (Seven) days. If the bidder(s) fails to submit the specified document/s in 7 (Seven) days. No further document shall be sought from Bidder.
- iii) It is the responsibility of the bidder(s) to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- iv) The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- v) In case bidder(s) submits requisite documents online as per NIT, then the bidder will be considered eligible for opening of Price Bid.
- vi) In case the bidder(s) fails to confirm the online submitted information(s)/declaration(s) by the submitted documents as (ii) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/ declaration(s), then his/their bid will be accepted for opening of Price Bid.
- vii) After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the Evaluator and date and time of price bid opening shall be notified online.

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- viii) In case none of the bidder complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per instant requirement)
 - ix) Preference to Make in India (as applicable) vide order no. P-45021/2/2017-PP (BE-II) dated 15th June 2017 issued by Govt. of India as amended from time to time shall be applicable.
 - x) Price Bid opening: Price bid shall be opened on scheduled date and time as notified in the e-procurement portal of CIL and L-1 shall be decided as per Clause No- 11 (d) of this e-tender notice.
 - xi) In the event that the same L-1 Price is quoted by more than 1 (one) Bidders, the Bidder having the highest Net Worth (as per the Bid submitted) shall be determined as the "L1 Bidder".
 - xii) In case the L-1 bidder rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- 18.0** The techno commercially accepted L1 Bidder will be notified of the award prior to expiration of the Bid validity period through e-Procurement portal and confirmed by registered letter by the Company only after the viability of the project has been evaluated and will be termed as "Preferred Bidder". The Evaluation of the viability of the project and Identification of Customer for Washed Coal shall be done within 3 months. The viability of the project shall be based on the operating charges quoted by the L-1 bidder, yield of clean coal and 2nd Product/rejects as per Cl 3.3 of Section -3 of this Bid Document and other related expenditure of ECL on this account.

Preferred Bidder shall:

- a. accept the Letter of Award (LOA), and shall submit the Security Deposit (SD) after issue of Letter of Award (LOA) within 28 days or within extended time as may be granted by Coal Company and before signing of the Contract
- b. Preferred Bidder shall execute contract agreement in the company's prescribed format within 60 (sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department for the due fulfillment of the contract. Failure to enter into the required contract within the specified period or extended time as may be granted by Coal Company shall entail cancellation of LOA/work order with forfeiture of the Bid Security/ Security Deposit and debarment from participating in future tenders of ECL for a minimum period 12 months. The written contract to be entered into between the Preferred Bidder and the Company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. the Preferred Bidder and the Company.
- c. After signing of the Contract, the Preferred shall start the process of obtaining EC and other Clearances in its name. The Preferred Bidder shall ensure that the time for obtaining EC to its name shall not exceed 365 days from the issuance of LoA. In case of delay the Bidder shall take prior extension citing the reason whatsoever from the Coal Company.

19.0 REFUND OF BID SECURITY/ EMD

- a. If Bid Security is paid by the bidder in online mode (Direct Debit/ NEFT) then the Bid Security of rejected/unsuccessful bidders (except the bidders whose Bid Security is to be forfeited) at any stage will be refunded directly to the account from where it has been received.
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of Bid Security is not received by the bidder in the account from which the Bid Security has been paid due to any technical reason then it will be paid through e-payment. Bidder shall have to submit Mandate Form (Ref. Enclosure-III of bid document) for such e-payment.
- d. In case the tender is cancelled then Bid Security of all the participating bidders will be refunded unless it is forfeited by ECL / department.
- e. If the bidder withdraws his/her offer online (i.e. before the end date of submission of offer) then the Bid Security will be refunded automatically after the opening of Bid.
- f. Bid Security of selected bidder (on Award of Contract) will be returned by ECL after signing of the contract and also after receipt of Security Deposit.
- g. Bid Security of bidder will not carry any interest during the period of retention in ECL.

20.0 Every bidder is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

21.0 COST OF BIDDING: The bidder shall bear all costs associated with the preparation and submission of his offer and the Employer will in no case be responsible and liable for those costs.

22.0 The bidder shall closely study all specifications in detail, which govern the rates for which he is tendering.

23.0 CURRENCY: Bidder shall offer rates in INR only. This shall be applicable for bidding as well as for payment.

24.0 The work should be completed within the stipulated period which shall be reckoned from the next day of executing agreement or leasing out of the site, whichever is later.

25.0 The bidder(s) will deploy sufficient number and size of equipment/ machineries/ vehicles and the technical/ supervisory personnel required for execution of the work.

26.0 CHANGE IN CONSTITUTION OF THE CONTRACTING AGENCY

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

27.0 Canvassing in connection with the offers in any shape or form is strictly prohibited and offers submitted by such bidders who resort to canvassing shall be liable for rejection.

28.0 BID VALIDITY

The validity period of the tenders shall be **180 (One Hundred eighty)** days from the end date of bid/offer submission or extended date of bid submission end date, whichever is later.

In exceptional circumstances, prior to expiry of the original time limit, ECL may request the bidders to extend the period of validity for a specified additional period. ECL's request and the bidder's responses shall be made in writing. A bidder may accept or refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his offer but will be required to extend the validity of his bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his offer or alter the offer or any terms/conditions thereof without consent in writing of the Company. In case the bidder violates to abide by this, the Company will be entitled to take action as per **Clause No.29** (Modification and Withdrawal of Offer) of bid document.

29.0 MODIFICATION AND WITHDRAWAL OF OFFER:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the Bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:
 - i). If the Bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii). If the Bidder withdrawing his bid is L-1, then re-tender will be done.

(The penal action as per clause (1) & (2) above will be enforced from the date of issue of such order)

- 30.0** ECL reserves the right to change the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 31.0** ECL does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reasons whatsoever.
- 32.0** The laws applicable to this contract shall be the laws in force in India. Matter relating to any dispute or difference arising out of the current tender process and subsequent Contract entered shall be subject to the jurisdiction of West Bardhaman Court W.B. only.
- 33.0 INTEGRITY PACT:** All the bidders submitting their offers are accepting the Integrity Pact as given in the Enclosure -IV of this bid document through the User portal Agreement. The bidders are requested to go through the integrity pact, which is a part of the bid document. Bidders shall upload the Integrity Pact duly signed by bidder along with all the Consortium partners, if any, through their respective legally authorized signatories. The following have been nominated as Independent External Monitor (IEM) for this Bid:-

| Name | Contact |
|--------------------------------------|------------------------------|
| Shri Ashok kumar Garg, ITS(Retd.) | email – akgarg1654@gmail.com |

34.0 Restriction of bidder from a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as per details given in Exhibit-12).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen per cent of capital or profits of the ownership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidder must submit undertaking as per format given in Exhibit-10 in compliance to order no., F. No.6/18/2019-PPD dt 23/7/20 Of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to "restriction of bidders from a country which shares a land border with India and on sub-contracting to contractors from such countries.

AND

(b) Valid registration from the competent authority (if applicable).

Registration should be valid at the time of submission of bid and acceptance

2. Regarding registration with Competent Authority, Exhibit-12 may please be referred.

3. Regarding exclusion from restriction, Exhibit-13 may please be referred.

35.0 ECL reserves the right to change, modify, add or alter the bidding process at any stage under intimation to all the bidders.

**General Manager (E&M), ECL
(Tender Inviting Authority)**

SALIENT FEATURES OF BOO CONCEPT

SALIENT FEATURES OF BOO CONCEPT

Salient features and mode of development of the Plant under Build-Own-Operate (BOO) are mentioned hereunder:

i) FINANCING

Financing of the project shall be done as follows:

- a) Sole Bidder Route of bidding: 100% by the selected Bidder
- b) Associate/ Consortium Route of bidding: At least 26% of the project by each Associate totalling to 100%

ii) TECHNOLOGY & CAPACITY

The plant shall be built, owned and operated by the successful bidder i.e. Plant Operator (PO) who will enjoy the freedom of selection of technology based on dry deshaling technologies viz. Air Jig/ Air tables/ X-Ray sorting or combination thereof, type and design of the plant with zero effluent discharge & also operation and maintenance of the plant, subject to various statutory & regulatory provisions, as prevalent in India, environmental regulations and safeguards as per norms, conditions granted under ToR, EC, other statutory permission issued for the projects, etc. The plant shall be capable of efficient performance with additional feed to an extent of + 20% over the throughput capacity, commensurate with the fluctuation in mine production in the different seasons. Thus, the plant shall have the provision for handling raw coal equivalent to “daily throughput capacity (i.e. 6060 tonnes) + 20% of daily throughput capacity”.

iii) ENVIRONMENT/ STATUTORY & REGULATORY CLEARANCES

Obtaining all necessary statutory/ regulatory and other clearances etc. (including Environment clearance) prevalent in the country shall be the responsibility of PO. ECL shall be responsible for leasing out land free from all encumbrances to PO in this regard and be involved actively in the process as necessary. Obtaining and compliance of EC regulation and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of PO and for this purpose, any information/data required from ECL, if available, will be provided to the PO.

iv) RAW COAL SUPPLY

Assured supply of RoM coal of specified quality & quantity by ECL to the proposed Chitra dry deshaling plant by road from Chitra East OCP on mutually agreed basis as per the Monthly Scheduled Quantity (MSQ) determined at the beginning of each year and receipt of the same by PO at the plant end. Weighment of raw coal will be done at mine end and the same will be considered as raw coal supply to the PO. Details given at Cl. No. 1.2 of Project Outline of this bid document.

v) WASHED/CLEAN COAL, 2ND PRODUCT/REJECTS & THEIR DESPATCH

Assured delivery of washed/clean coal & 2nd product/rejects of specified quality & quantity by PO only to ECL at respective designated delivery places. Details regarding clean coal & 2nd product/rejects is given under the heading 'Broad Parameters' at Cl. No. 1.20 of Project Outline of this bid document.

vi) OWNERSHIP OF RAW COAL AND PRODUCTS (CLEAN COAL, 2ND PRODUCT)

Ownership of raw coal and its products washed/clean coal & 2nd product/rejects shall remain with ECL. The PO shall process the raw coal provided by ECL only.

vii) OPERATING CHARGES

ECL shall pay agreed operating charges to the PO. The operating charges is to be quoted by the bidder in terms of per tonne of raw coal processed on 'dry basis'. The details regarding payment of operating charges is given in Section 1.

The operating charges covers the cost of entire scope of work to be undertaken by the PO as per NIT including but not limited to construction of the plant, its O&M i.e. for receiving & storage of raw coal, sizing & crushing, processing, storage of products, delivery of products to the designated place, handling of 2ndproduct/rejects, obtaining & compliance of EC regulations and other statutory & regulatory clearances etc. PO shall also provide suitable weighing arrangements for raw coal receipt and products despatch.

The price to be paid to the PO for operating charge shall also cover cost of disposal of 2nd product/rejects from the plant as per Cl. No. 1.13.

This operating charge consists of two parts viz. 'base price' and 'taxes & duties'. Base price does not include taxes & duties. Taxes & duties shall be reimbursed separately to the PO.

viii) SITE

For construction of the plant, ECL shall provide about 4.00 Hectares of land free from all encumbrances (including green belt around the plant premises) and another 1.40 Hectares land adjacent to the above site for temporary storage of 2nd products/rejects on lease rent basis to be paid by bidder. Lease rent for the land provided for 2.0 Mty Chitra Dry Deshaling Plant and allied works is ₹ 1(One)/m²/year. Further GST and other taxes will be chargeable extra as admissible.

ECL shall pay all taxes and impositions, as applicable in respect of the said land including the enhancement of rates and taxes payable either to the Panchayat/ Municipality/ Government which will be chargeable to bidder as admissible.

ix) SAFEGUARDS TO BE ENSURED BY THE PLANT OPERATOR

- Quantity of Products shall match with the quantity of raw coal supplied to the PO during a specified period.
- The freedom for selection of dry deshaling technology shall be limited to Air Jigs/Air Tables/X-Ray Sorting or combination thereof.
- Specified quality of products in terms of ash, moisture and Grade as specified in Bid Document.
- The yield of clean coal shall commensurate with washability characteristics (considering organic efficiency of the overall system also) of raw coal keeping the quality of clean coal as specified ash/ moisture/grade range.
- The organic efficiency of the overall system shall not be less than 88%. The technology giving overall organic efficiency less than 88% will not be acceptable.
- Capacity of the plant shall be in terms of raw coal throughput (on 'as received basis') per annum.

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- The PO shall have to keep covered raw coal storage facility at least for one-day raw coal feed requirement.
 - The PO shall also have to keep separate covered storage facility for washed/clean coal and 2nd product/rejects.
 - The dry technology selected shall be environment friendly and there shall be no effluent discharge from plant.
 - The technology offered by the bidder shall be accepted with reference to the above safeguards and capacity of the plant.
 - The PO shall not process raw coal of any other customer in this Chitra dry deshaling plant.

SECTION - 1
(PROJECT OUTLINE)

SECTION – 1

PROJECT OUTLINE

1.1 INTRODUCTION

Eastern Coalfields Limited (ECL) intends to establish a state-of-the-art Dry Deshaling Plant at Chitra East OCP, SP Mines Area with raw coal linkage from Chitra East OCP on Build-Own-Operate (BOO) concept. The assured raw coal throughput of the plant will be 2.0 Mtpa on 'arb' (as received basis). The expected variation of grade of Raw Coal will be from G6 to G13.

The plant will be designed to produce two products viz. washed/clean coal & 2nd product/Rejects. Description of dry deshaling scheme shall be furnished by the bidder as **Appendix-2**. The bidder shall also furnish the list of major P&M items and Civil & Structural works as per **Appendix-3**. The bidder shall also give their acceptance on the minimum quantity of HEMM equipment to be deployed by bidder as per **Appendix-4**. The plant should be capable of efficient performance with additional raw coal feed to an extent of + 20% over the throughput capacity, commensurate with the fluctuation in mine production in different seasons. Thus, the plant shall have the provision for handling raw coal equivalent to “daily throughput capacity (i.e. 6060 tonnes) + 20% of daily throughput capacity”.

1.1.1 Washed/Clean Coal

Monthly average target ash content of Washed/Clean Coal shall be $8 \pm 0.5\%$ less than the monthly average ash content of Raw coal supplied.

1.1.2 2nd product/Reject

Deshaling scheme shall take care of the ash content of the 2nd product/Reject to be as high as possible meeting the quality parameters of the washed/clean coal.

1.2 RAW COAL SUPPLY

Assured supply of RoM coal of specified quality & quantity by ECL via road and receipt of the same by PO at the plant end. PO shall make necessary arrangements to receive the raw coal and further processing. PO must ensure that the plant shall have the provision for handling raw coal equivalent to “daily throughput capacity (i.e. 6060 tonnes) + 20% of daily throughput capacity”

Raw coal shall be supplied by ECL from the linked mine throughout the year (excluding 8 paid holidays) in all the three shifts in a year. However, supply of raw coal on paid holidays may also be done on written request of PO, if possible. The plant shall run in all the 3 shifts with 7 days per week schedule round the year.

Weighing arrangement like weighbridge for weighment of Raw Coal supplied by ECL at the receiving point is to be installed by PO. However, the weight of raw coal as determined by the weighing arrangement provided by **ECL at mine end** shall be considered as the weight of raw coal delivered to PO for processing (Refer Cl No.1.11).

Details regarding raw coal is given under the heading ‘Broad Parameters’ at Cl. No. 1.20.

1.3 STORAGE OF RAW COAL

The PO shall provide covered storage facility for raw coal with rehandling arrangement in the plant premises so that it can receive raw coal even when the plant is not operating and the same shall be used when there is short/ no supply of raw coal from mines. The storage capacity shall not be less than 9000 tonnes.

1.4 WASHED/CLEAN COAL AND 2ND PRODUCT/REJECTS DELIVERY & DESPATCH

PO shall provide within the plant premises a covered storage facility for washed/clean coal of at least 7500 tonnes and 2nd product/rejects of at least 3500

tonnes with suitable reclamation arrangement. Washed/Clean coal will be conveyed by belt conveyor from its covered storage to truck loading station (TLS) for onward dispatch.

Alternatively, arrangement of transportation of 2nd product/ rejects from its covered storage to identified 2nd product storage site of 1.40 Ha (adjacent to plant premises) shall also be provided. PO shall also provide facilities of mechanised loading in trucks as well as weighing facilities of 2nd product/ rejects at mechanised loading site as well as for the identified 2nd product storage site.

The scope of plant operator includes separate covered storage facilities within the plant premises and conveying washed/clean coal and 2nd product/rejects till their respective delivery points as specified above.

It will be the responsibility of Coal Transporter of ECL to transport washed/clean coal from Deshaling plant to railway siding for further dispatch to customers specified by ECL. However, 2nd products/rejects will be sold through E-Auction route.

Details regarding washed/clean coal and 2nd product/rejects is given under the heading "Broad Parameters" at Cl. No. 1.20.

1.5 STORAGE OF WASHED/CLEAN COAL AND 2ND PRODUCT/REJECTS

The PO shall provide separate covered storage facilities for both washed/clean coal and 2nd product/rejects with suitable reclamation arrangement. The storage capacity shall be at least of 7,500 tonnes and 3,500 tonnes for washed/clean coal and 2nd product/rejects respectively.

Alternatively, arrangement of storage of 2nd product/ rejects at identified 2nd product storage site of 1.4 Ha (adjacent to plant premises) shall also be provided.

1.6 POWER SUPPLY

- 1.6.1 During construction period, power at 3.3 KV will be made available at one single point. The source of power during O&M shall be Main Substation (33kV/3.3kV), SP Mines Area, Chitra Colliery. The Plant Operator shall be responsible for drawl of power from the substation to the plant and for installation of transformer as per their requirement at plant premises for construction & operation of the plant on their own expense and any delay over the scheduled construction period will not be entertained on this account.
- 1.6.2 The present rate of power is given hereafter for indicative and guidance purpose only:

For Power: INR 8.60/ kVAH

- 1.6.3 ECL shall provide the required right of way (if any) for drawl of power from the source during operation of plant.
- 1.6.4 Requirement of power during construction & operation shall be furnished as per the Format enclosed as **Appendix – 5**.

1.7 WATER SUPPLY

1.7.1 Source of water during construction and O&M period will be mine water from old quarry situated within 300 meter of deshaling plant. Plant operator will have to make their own arrangement for drawl of water from the proposed source to the proposed deshaling plant site at their own expenses.

1.7.2 The PO has to take necessary approval for drawl of water from the mentioned source for requirement of water during construction and operation of the plant. Prevailing rate of water at the time of construction/operation will be charged from PO. The rate of water given below is for indicative and guidance purpose only.

Water Charge : INR 1.15/ kL

1.7.3 ECL shall provide the required right of way (if any) for drawl of water from the source during construction and operation of plant.

1.7.4 Requirement of water during construction & operation shall be furnished as per the Format enclosed as **Appendix – 5**.

1.8 RAILWAY SIDING

Washed/Clean coal from its covered storage facilities will be reclaimed and conveyed through belt conveyor to proposed hopper for truck loading.

It will be the responsibility of coal transporter to transport washed/clean coal from Deshaling plant to the railway siding. Distance from Deshaling plant to Jamtara Railway Siding is 22-23 km.

Maintenance & upkeep of the Railway siding shall be the responsibility of ECL and all expenditure on this account shall be borne by the ECL. Indenting of Railway wagons shall be done by Coal Transporter in consultation with PO and ECL.

1.9 EMP AND OTHER STATUTORY & REGULATORY CLEARANCES

Obtaining all necessary statutory/ regulatory and other clearances etc. (including Environment clearance) prevalent in the country shall be the responsibility of PO. ECL shall be responsible for leasing out land free from all encumbrances to PO in this regard and be involved actively in the process as necessary.

Obtaining and compliance of EC regulation and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of PO and for this purpose, any information/data required from ECL, if available, will be provided to the PO.

1.10 PRODUCT SIZE

The top size of washed/clean coal and that of 2nd Product/rejects shall be less than 100 mm irrespective of any dry deshaling scheme.

1.11 QUANTITY/ WEIGHMENT, MONITORING & RECORDING

For keeping a record of raw coal supplied, raw coal processed, washed/clean coal and 2nd product/rejects produced on hourly/ daily basis, suitable no. of electronic weighment system with accuracy within BIS limits with computer display, memory storage & print out facility shall be provided at suitable locations in the Plant. Electronic weighment system for Railway rake loading with all the above output facilities shall be provided by ECL. Washed/Clean coal produced from the plant shall have to be weighed at the weighbridges of PO in presence of representatives of ECL, PO & Coal Transporter and record of the same shall be signed jointly and shall be considered as final products supplied to ECL. 2nd product/Rejects shall be weighed at the weighbridges of PO when sold through E-auction route and also during transportation of 2nd product/Rejects to identified reject storage site (1.4 Ha). Quantity of 2nd product/rejects weighed at weighbridges shall be in consonance with that derived from balance of products.

For the transportation of raw coal through road, weighment of raw coal will be done at mine end and the same will be considered as raw coal supply to the PO for processing and cleaning.

PO shall coordinate with ECL for joint weighment in accordance with the procedure to be set out in the agreement between ECL and PO.

In the event that the weighing system provided **by ECL at mine end** is non-operative/ non-commissioned or due to failure / breakdown / malfunctioning of its weighing system, the weight of raw coal delivered to PO shall be determined by the weighbridge installed by **PO at its receiving point**.

Weighment of raw coal is to be done in presence of representatives of ECL & PO and shall be jointly signed. PO shall furnish to ECL with copies of the recorded

weight measurements on a daily basis. The weighbridge shall be serviced **as per approved/prevailing SOP of ECL.**

1.12 QUALITY MONITORING, CONTROL & RECORDING

1.12.1 Facilities for sample collection and adequate number of automatic samplers complete with all required accessories shall be provided by the PO at all their relevant points where quality parameters are required to be determined for raw coal received, washed/clean coal and 2nd Product/rejects produced from the plant and delivered to ECL at designated delivery places. The provision of required infrastructure for sampling and testing as per BIS limits will be the responsibility of the PO. The samples collected shall be jointly signed & sealed.

1.12.2 Besides above, on-line analysers for ash and moisture shall be provided on respective conveyors of plant for instantaneous monitoring and recording of ash & moisture of raw coal, washed/clean coal and 2nd product/rejects. This shall also provide a tool to control the operation of plant within the agreed parameters of the outputs.

In addition to instantaneous monitoring, recording and display of above parameters in a control room, the on-line analysers should have facilities for storage of all data on a time scale basis and producing desired printout. These instruments should have accuracy within limits as per relevant BIS.

Sampling shall also be done for washed/ clean coal as loaded into the trucks at plant site by independent agency appointed by ECL. The quality of washed/clean coal in terms of ash and moisture as loaded into the trucks at TLS shall be considered final for payment.

1.12.3 The PO shall keep all infrastructure with necessary equipment for carrying out screen analysis, float & sink analysis and determination of ash, moisture & GCV, etc. in the laboratory of the plant.

1.12.4 The test will be carried out in presence of representatives from both ECL and the PO on day-to-day basis as well as monthly basis.

1.12.5 Testing and Analysis of Raw coal & Products:

- i. An independent agency will be appointed and paid by ECL for sampling and analysis of both raw coal and products. However, 50% of the charge paid by ECL to the independent agency will be recovered/ adjusted from PO from their bills.
- ii. Sampling shall be done for both raw coal and products in each shift as per BIS. From the gross sample of raw coal collected in each shift, 5 kg of representative raw coal sample shall be reduced from the gross sample which will be kept for proximate analysis and GCV testing. The remaining sample in each shift shall be kept for carrying out washability test at the end of each month.
- iii. Sampling shall also be done for washed/clean coal as loaded in to the trucks at TLS as per BIS.
- iv. Determination of ash and moisture for both raw coal and products will be carried out in each shift and also for the washed/clean coal as loaded in to the trucks at TLS.
- v. Raw coal samples collected in each shift will be blended for all the days of a month from which a representative sample will be prepared. From this representative sample, washability test and other tests will be carried out to determine optimum theoretical yield of clean coal and 2nd product/rejects for that particular month.
- vi. One representative sample of raw coal will be kept as reserved for testing in case any dispute arises.

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- 1.12.6 The test results certified by the independent agency shall be binding on both ECL & PO.
- 1.12.7 ECL reserves the right to change the independent agency.
- 1.12.8 Quality of 2nd product/rejects shall be derived from balance of product.

1.13 2nd PRODUCT/REJECTS WEIGHMENT AND DISPOSAL

ECL is the sole owner of the 2nd product/rejects produced from the plant. The 2nd product/rejects produced from the plant shall be conveyed from processing building to designated storage. Subsequently 2nd product/rejects will be transported/conveyed from designated storage of approximately 3500 t capacity to the identified 2nd product/rejects storage site of 1.4 Ha (adjacent to plant premises). PO shall also provide facilities of mechanised loading and weighing arrangement of 2nd product/ rejects at identified 2nd product/rejects storage site. However, 2nd products/rejects will be sold through E-Auction route. 2nd product/Rejects shall be weighed at the weighbridges of PO when sold through E-auction route and also during transportation of 2nd product/Rejects to identified reject storage site (1.4 Ha).

In case of rejects, transportation & stacking at the storage site shall be done with arrangement of proper compaction and consolidation as per the norms of the Environmental Management Plan (EMP) duly approved by the State/ Central & other concerned agencies and policy for handling & disposal of plant rejects.

Sale/Disposal of Rejects shall be done suitably by ECL as per policy for handling & disposal of plant rejects.

1.14 FIRE FIGHTING ARRANGEMENT

The PO shall have to provide suitable, reliable and adequate firefighting system having firefighting hydrant points at strategic locations on all the floors as per BIS regulations and prevalent norms. In addition to this, fire extinguishers of different types suitable for industrial use shall be provided at all the required vulnerable locations.

1.15 ENVIRONMENT MANAGEMENT

The PO shall be responsible for planning, designing, constructing, operating and maintaining the plant in an environmentally compatible/ friendly manner as per norms laid down by State & Central Pollution Control Boards/ department concerned, conditions of EC/FC/CTE/CTO and guidelines from all departments concerned.

1.16 OPERATING CHARGES

ECL shall pay agreed operating charge to the PO. The operating charge is to be quoted by the bidder in terms of per tonne of raw coal processed on 'dry basis'. For payment of 1st part bill for a particular month raised by PO (i.e. 75%), the quantity of raw coal processed consider for payment shall be the quantity of raw coal processed as declared by PO for a particular month.

For payment of balance 25% of the bill, penalty/ bonus for Organic Efficiency (OE) shall be calculated on the difference in the quantity of clean coal arrived considering quoted OE & Theoretical yield as determined in the laboratory on 'adb' and converted to 'dry basis' by independent agency and the actual quantity of clean coal loaded into the truck loading hoppers on 'dry basis'.

Note: i) All the calculations shall be done on 'dry basis'.

ii) Theoretical yield will be arrived from the data of washability test and other test carried out by the independent agency on monthly basis in presence of representatives of PO & ECL both.

iii) For the calculation of theoretical yield representative sample of RoM coal for a particular month will be crushed to 100 mm. Float and sink test of 100-0.5mm coal will be done. - 0.5 mm will be considered as washed/clean coal if ash% of this fraction is within 4% of the washed/clean coal targeted ash% else it will be considered as 2nd Product/rejects.

Thus,

Monthly Operating Charge (in ₹) = Monthly Quantity (in tonne) of Raw
Coal ('dry basis') Processed X Operating
Charge (in ₹ per tonne of Raw Coal ('dry
basis').

The operating charge covers the cost of entire scope of work to be undertaken by the PO as per NIT including but not limited to construction of the plant, its O&M i.e. receiving & storage of raw coal, sizing & crushing ,processing, storage of products, delivery of products to the designated places, loading into truck loading hoppers, handling of 2nd product/rejects, obtaining and compliance of EC regulations and other statutory & regulatory clearances within the scope of Bidder etc. PO shall also provide suitable weighing arrangements for raw coal receipt and products despatch.

This operating charge consists of two parts viz. 'base price' and 'taxes & duties'. Base price does not include taxes & duties. Taxes & duties shall be reimbursed separately to the PO.

1.17 CONSTRUCTION PERIOD OF THE PROJECT

The Dry deshaling plant will be constructed & commissioned by the successful/ selected bidder within 30 months (12 months for EC and 18 months for set up) from the date of signing of Contract or date of leasing out of site whichever is later. The site will be handed over to the selected Bidder within 30 (thirty) days from signing of the Agreement.

In case construction & commissioning of plant is completed earlier from the schedule date of completion, ECL shall ensure supply of raw coal as per the availability, on mutually agreed basis upto the original date of schedule completion also. No commitment charges on short supply of raw coal by ECL shall be paid to the PO during this period. However, bonus/ penalty will be applicable during this period.

1.18 CONTRACT PERIOD

Contract period shall be for construction period of 30 months (12 months for EC and 18 months for set up) from the date of signing of contract or leasing out of site whichever is later plus the period of eighteen (18) years from the date of commercial operation by the Plant Operator. Thereafter, the contract may be extended on mutually agreed basis.

1.19 DESIRED INFORMATION

The desired information shall be furnished by the bidder as per the format enclosed as Exhibits/ Appendices/ Annexure/ Enclosures.

1.20 BROAD PARAMETERS

The bidders are required to furnish the broad parameters of the plant as per the format given at Appendix - 1.

SECTION - 2
(GENERAL INFORMATION)

GENERAL INFORMATION

2.1 LOCATION

The Chitra East OCP is located in Saharjuri Coalfield (popularly known as Chitra Coalfield) and is within Deoghar district of Jharkhand. The proposed OCP is under the administrative control of S.P.Mines Area of ECL. The Saharjuri Coalfield is located in Deoghar district of Jharkhand state. The coalfield falls between latitudes 24⁰05' to 24⁰10' north and longitudes 86⁰49' 30" to 86⁰57' 30" east and covers an area of 7 sq.km. The land available for the proposed dry deshaling plant and 2nd product/reject storage is about 5.4 Ha. The location of deshaling plant site is indicated in Drawing No. 1.

2.2 COMMUNICATION

The OCP is well connected to Asansol, Jamtara, Dumka, Bhagalpur, Godda and Pimpainthee by road. This road passes through a distance of 10 kms from the project site and is connected to the project by a metalled road branching from Basti-Palajori More. The nearest rail head connected to the project by all-weather road is Jamtara station on Eastern Railway Main line at a distance of 26 kms from the project

2.3 TOPOGRAPHY AND DRAINAGE

The site is gently undulating in nature with approach from PWD road passing by side of the site. The gradient of the site is towards S-E direction.

Natural drainage of the site is towards S-E direction. The main drain is passing by the side of the site.

2.4 CLIMATE

The area witnesses a humid sub-tropical climate. The summer is severe during March to May. The temperature shoots upto 43⁰C during summer. In winter, the temperature drops down to 8⁰C during January. The average annual rainfall in last 5-10 years ranges between 1200mm to 1600mm.

2.5 MINEABLE RESERVES AND LINKAGE OF RAW COAL

The total balance mineable reserves within Chitra East OCP has been estimated as about 35.92 Mt (as on 01.04.2025) and the breakup is given in Table-2.1.

Table-2.1 : Break-up of seamwise mineable reserves

| Mine | Seams considered for feed to plant | Declared Grade | Total reserves (MT) |
|-----------------|------------------------------------|----------------|---------------------|
| Chitra East OCP | TULSIDABOR(T) | G7 | 0.76 |
| | TULSIDABOR(B) | G7 | 1.29 |
| | BHABANIPUR(T) | G7 | 2.72 |
| | BHABANIPUR (B) | G7 | 0.61 |
| | CHITRA(M) | G7 | 0.65 |
| | CHITRA(B)/(B+M) | G7 | 2.2 |
| | COLONY(T) | G7 | 2.72 |
| | COLONY(M) | G7 | 3.59 |
| | COLONY(B)/(B+M) | G7 | 1.28 |
| | PATRIKA(T) | G7 | 0.83 |
| | PATRIKA(B)/(B+M) | G7 | 4.00 |
| | SAHARJURI(T) | G7 | 14.81 |
| | SAHARJURI(B) | G7 | 0.46 |
| | TOTAL | | 35.92 |

Source : ECL

Note: There are many coal seams containing shale which cannot be separated by ordinary eliminating methods. Normally during Mining operations, some extraneous stone falls and mixes with coal due to reasons attributable to mining methods, seam steepness, etc. As such there may be some grade slippage from the Declared grade of coal. Therefore, the expected variation of grade of Raw Coal will be from G6 to G13

2.5.1 RAW COAL LINKAGE PROGRAMME

The Production program for Chitra East OCP is presented in Table-2.2 below from which 2.0 Mty coal shall be linked to the proposed Deshaling Plant.

Table-2.2 : Projected production plan.

| Year | Quantity |
|-------------------|--------------|
| 2025-26 | 2.50 |
| 2026-27 | 2.50 |
| 2027-28 | 2.50 |
| 2028-29 | 2.50 |
| 2029-30 | 2.50 |
| 2030-31 | 2.50 |
| 2031-32 | 2.50 |
| 2032-33 | 2.50 |
| 2033-34 | 2.50 |
| 2034-35 | 2.50 |
| 2035-36 | 2.00 |
| 2036-37 | 1.22 |
| Total (Mt) | 28.22 |

Source : RCE OF PR FOR CHITRA EAST OCP

Note : Chitra Expansion is being planned for 4 Mty with increased life. The raw coal required for the balance operational life of the plant shall be sourced from Chitra Expn. Project, ECL.

2.6 SITE PLAN

The drawing showing the site for setting up of proposed Chitra dry deshaling plant under BOO concept is given in site plan (refer Drawing No.1).

SECTION - 3
(RAW COAL CHARACTERISTICS)

SECTION – 3

RAW COAL CHARACTERISTICS

3.1 RAW COAL SUPPLY TO CHITRA DRY DESHALING PLANT

The raw coal supply of 2.0 Mty to the proposed Chitra dry deshaling plant shall be met from Chitra East OCP.

3.2 AVAILABILITY OF WASHABILITY TEST RESULTS

M/s Eastern Coalfields Limited (ECL), vide Work Order Letter no. ECL/P&P/25/02 dated 03.01.2025, requested Coal and Mineral Preparation Division, CMPDI, Ranchi to carry out the washability tests of coal samples of Chitra East OCP, ECL for setting up of Dry Deshaling Plant at Chitra East OCP, ECL.

Coal samples from the exposed seams of Tulsidabor (T+B) Comb., Bhawanipur (T+B) comb., Chitra (T+M) comb., Colony (T), Colony (M+B) comb., Patrika (T+B) comb. and Saharjuri (T) of Chitra East OCP was collected under the supervision of CMPDI officials and was received at CMP Laboratory, CMPDI, Ranchi on 22.01.2025 for testing. The details of sample preparation and the washability test results are given at Enclosure – VI.

3.3 INDICATIVE BALANCE OF PRODUCT FOR VIABILITY PURPOSE

The projected balance of products is given in table 3.1

Table-3.1

| Product | Wt% | Ash% | Qty. (Mty) | Grade |
|----------------------------------|--------------|-------------|-------------------|--------------|
| Clean coal | 73.0 | 29.0 | 1.46 | G-7 |
| 2 nd product/ Rejects | 27.0 | 57.4 | 0.54 | G-15 |
| Total | 100.0 | 36.6 | 2.00 | G-9 |

SECTION - 4

**COMMERCIAL TERMS & OTHER
CONDITIONS AND PRICE BID**

SECTION - 4

COMMERCIAL TERMS & OTHER CONDITIONS AND PRICE BID

4.1 ACCEPTANCE OF TERMS & CONDITIONS

Bidder shall confirm that all the terms & conditions laid down in the Bid Document are acceptable to them.

4.2 LANGUAGE OF BID

The language of the Agreement, drawings & all correspondences between the Company and the Bidders shall be in English.

4.3 CONTRACT DOCUMENTS

The contract document shall consist of duly signed Contract Form (refer Enclosure-V) on Non-Judicial Stamp Paper and the following:

- (i) Bid document, offer submitted, subsequent correspondences/ clarifications, etc.
- (ii) Letter of Award by ECL & its acceptance by the PO,
- (iii) Commercial Terms & Other Conditions of Contract for the entire contract period for set up & operation both,
- (iv) All Technical Specifications alongwith Contract Drawings/ Finalized Work Programme
- (v) Proforma of applications for payment to PO for operating charges
- (vi) Land Lease Agreement between ECL & Selected Bidder and Security Deposit
- (vii) Any other document, if required.

4.4 TIME - THE ESSENCE OF CONTRACT

4.4.1 The time and the date of completion of the works as stipulated in the PO's proposal and accepted by the Company without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The PO shall so organise his resources and perform his work as to complete it not later than the date agreed to.

4.4.2 The bidder shall make available to ECL a detailed work programme along with his offer for setting up of the proposed plant. (Appendix-2B)

4.4.3 The Preferred Bidder shall enter into a Contract with ECL within sixty (60) days from the date of letter of acceptance of notice of award of contract or within such extended time as may be granted by ECL. Also refer Cl. No. 18 of Detailed E-tender Notice.

4.5 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

Refer Cl no. 3.0 of Detail e-tender notice

4.6 SECURITY DEPOSIT (SD)

The successful bidder shall submit, a Bank Guarantee in specified format/Govt. Securities, FDR or any other form of deposit in favour of Coal Co. of an amount equivalent to 10 (ten)% of the annual operating charges [For calculation of amount of SD, Annual Operating charge = 2000000 tonnes x L1 operating charge in ₹/tonne of raw coal (dry)], from a schedule/ nationalised Bank, **within 28 days or extension if any after issue of LOA and before signing of the contract document**, to ensure that the successful bidder takes up the work in right earnest and also for deduction on account of liquidated damage for late commissioning of the plant and failure to pay land rent, electricity & water charges, penalties etc. along with applicable GST during construction and operation. The security deposit amount shall be valid upto 3 months beyond initial period of 30 months (12 months for EC and 18 months for set up) or any extended period, if required plus first year

of commercial operation. Thereafter, the said SD shall have to be replaced each year by a new SD commensurate with the revised annual operating charge. The new SD shall be valid upto three months beyond the year for which the same has been submitted. The SD submitted earlier shall be refunded to the PO each year after receipt of new SD by ECL. This process of submission of SD by PO & its refund by ECL shall continue till the expiry of the Agreement for fulfilment of all contractual obligations. The format for submission of Bank Guarantee for SD is given as **Enclosure II**.

The aforesaid Bank Guarantee (BG) against security deposit (SD) shall be encashed by ECL in full or part under the following conditions:

- a) If the selected bidder quit from the job, any time after signing the Agreement during the entire period of contract, in such case the entire BG shall be forfeited by ECL.
- b) In case the selected bidder fails to fulfil the contractual obligations, including performance of the plant, ECL shall be at liberty to deduct/ appropriate any amount, that is due and payable by the PO to ECL, from the Security Deposit (SD) as may be determined in terms of the contract.

NOTE:

1. Structured Financial Messaging System (SFMS)

i) The Bank Guarantee (BG) issued by the issuing Bank on behalf of Plant Operator, contractor, supplier customer in favour of "Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".

ii) ECL has chosen ICICI Bank Ltd. to act as advising / beneficiary bank of ECL. The Bank issuing the guarantee shall have to send confirmation through SFMS through this Bank.

iii) The details of beneficiary (i.e. ECL) for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

| SMS FIELD NO. | DETAILS | |
|----------------------|------------------------|--|
| 7035 | IFSC Code | ICICI0000291 |
| 7036 | Beneficiary Bank | ICICI Bank Ltd. |
| | Branch | Murgasol, Asansol |
| | Address | Ground floor Plot No.793 Murgasol, GT Road, Asansol-713303 |
| | Bank Account No. | 029105005131 |
| 7037 | Cust ID of Beneficiary | ECL554567270 |

iv) The Supplier/ Contractor/ Customer are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v) The Guarantor (BG issuing bank) shall send information about issuance of this guarantee through SFMS gateway to the Advising Bank (i.e. Beneficiary Bank) to add in the process of confirmation of Bank Guarantee.

vi) The Guarantor (BG issuing bank) shall also send information about issuance of this guarantee to its local operating branch at West Bardhaman to add in the process of confirmation as well as claim for encashment of Bank Guarantee.

vii) The original Bank Guarantee issued by the outstation bank shall be sent by the issuing bank to E&M Department, Sanctoria, Post: Dishergarh, District: West Bardhaman, W.B, PIN - 713 333 by Speed Post/ Registered Post (AD).

2. GENERAL INSTRUCTION FOR SECURITY DEPOSIT:

- i) No extension of Bank Guarantee for a period of less than 3 (three) months shall be accepted.
- ii) Bank Guarantees issued by outstation Banks shall be operative at their local branch i.e. West Bardhaman.

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- iii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch at West Bardhaman.

4.7 LAND

4.7.1 For construction of plant, ECL shall provide about 5.4 Hectares of land free from all encumbrances (4 Ha for plant incl. green belt and 1.4 Ha for storage of 2nd product/Rejects) at S.P. Mine Area on lease rent basis to be paid by bidder. (Lease rent for the land provided for 2 Mty Chitra Dry Deshaling plant and allied works is ₹ 1(one)/m²/year) [**refer Drawing No. 1**]. Further GST and other taxes will be chargeable extra as admissible.

The initial lease period is for 30 months (12 months for EC and 18 months for set up) and extension, if any from the date of signing of Contract or leasing out of the site whichever is later and further 18 (eighteen) years from the date of start of commercial operation or thereafter extended on mutually agreed basis. After expiry of the Contract, PO will hand over the site leased out to him & plant alongwith all auxiliaries & infrastructures to ECL without any monetary claim. No land will be provided for colony or any other purpose. However, the available welfare facilities may be extended by ECL on payment basis.

4.7.2 ECL shall pay all taxes and impositions, as applicable in respect of the said land including the enhancement of rates and taxes payable either to Panchayat/ Municipality/ Government which will be chargeable to bidder as admissible.

4.7.3 The successful bidder shall be responsible for generating all required data which includes developing maps and plans, surveying, soil testing, levelling and grading of sites and all pre-constructional development works.

4.7.4 The successful bidder shall not be entitled to transfer, assign or mortgage the land and shall use the said land only for construction of plant and supply clean

coal & 2nd product/rejects of the plant only to ECL. The successful Bidder shall also not be entitled to let out, transfer, assign, mortgage or allow others to use the said land as well as structure/ building constructed thereon.

4.7.5 The successful bidder shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site.

4.7.6 On expiry of contract period, the PO shall yield to and deliver upon peaceful possession of land leased out to him & plant alongwith auxiliaries & infrastructures to ECL without any monetary claim.

4.7.7 All operations necessary for the execution of the works at site and for the construction of any temporary works shall, so far as compliance with the requirements of the Contract permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in possession of the other agency or any other person and the PO shall save harmless and indemnify ECL in respect of all claims, demands, proceedings, damages, cost charges and expenses whatsoever arising out of or in relation to any such matters in so far as the bidder is responsible thereof.

4.8 SITE VISIT

4.8.1 Contour plan of the plant site is given in **Drawing No. 1**. The responsibility of levelling of the site upto the desired level lies with the PO.

4.8.2 The Bidder, at the Bidder's own responsibility, cost and risk shall visit and examine the Plant Site and its surroundings and obtain all information that may be necessary for preparing the Offer and entering into a Contract for construction of the Plant.

4.8.3 It shall be deemed that the Bidder has visited the site/ area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto (whether he actually visits the site/ area or not) and has taken all the factors into account while quoting his rates and prices.

4.9 POWER

Whenever power will be provided by ECL, the same shall be on chargeable basis. Prevailing rate of power at the time of construction/ operation-will be charged from PO. The Plant Operator shall have the liberty to install a solar power generation facility within the plant premises to supplement the power requirement of the plant, subject to compliance with all applicable statutory regulations and obtaining necessary approvals from the competent authorities and ECL. In such a case, the electrical energy supplied by ECL shall be metered separately, and the Plant Operator shall be charged by ECL based on the net power consumption, after accounting for the power generated through the solar facility and utilized within the plant premises, as per the applicable tariff and terms decided by ECL.
Indicative current rate : INR 8.60/kVAH

4.10 WATER

Whenever water will be provided by ECL, the same shall be on chargeable basis. Prevailing rate of water at the time of construction / operation will be charged from PO.

Indicative current rate : INR 1.15/kL

4.11 TRIAL OPERATION AND PERFORMANCE GUARANTEE TEST

4.11.1 The successful bidder shall construct and commission the plant within 30 months from the date of signing of Agreement or leasing out of the site whichever

is later. During the commissioning period (i.e. trial run & performance guarantee test), the authorised representatives of ECL will observe the performance of the plant.

4.11.2 The PO shall carry-out the trial-operation and Performance Guarantee Test within a period of four (4) months. Trial run includes No Load Testing of each equipment, Full No-Load Test of whole Plant and Full Load Test. Duration of PGT will be of one month of which 6 (six) consecutive days on rated capacity is the minimum requirement. In case, performance is below rated capacity, the successful bidder will have to modify the plant for achieving rated capacity on a sustained basis within one month. The successful bidder is also required to establish the additional 20% capacity (over & above the rated capacity) of the plant for atleast 2 consecutive days or any other duration as may be agreed to, between the EIC and PO.

ECL will supply requisite quantity of raw coal to the PO for carrying out the load trial run and performance guarantee tests by the PO. ECL shall have to be informed by the PO in writing at least thirty (30) days in advance for the coal.

4.11.3 ECL will not bear any cost of beneficiation during the commissioning period. However, all the products obtained after processing during commissioning period will be the property of ECL.

4.11.4 Commercial Operation shall start only after successful PGT and acceptance of the same by ECL.

4.12 LIQUIDATED DAMAGE FOR LATE COMMISSIONING

4.12.1 The bidders in their offer shall guarantee the construction period (including EC, commissioning, etc.) of 30 months which will be effective from the date of signing of Agreement or leasing out of the site whichever is later. In case, the commissioning of the plant is delayed beyond the schedule period of 30 months

for the reasons not attributable to ECL, the successful bidder shall have to pay ECL liquidated damage at the rate of 2.5 percent of the annual operating charge (as per quoted value in the offer) along with applicable GST for each month of delay in commissioning of the plant, subject to a maximum of 10% of the annual operating charge along with applicable GST [For calculation of amount of LD, Annual Operating charge = 2000000 tonnes x L1 operating charge in ₹/tonne of raw coal (dry)]. Liquidated damage for late commissioning is however subject to force majeure clause.

4.12.2 The Company, if satisfied, that the works can be completed by the PO within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the Company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the PO as agreed damages equivalent rate specified in para 4.12.1.

4.12.3 The Company, if not satisfied that the works can be completed by the PO, and in the event of failure on the part of the PO to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

4.12.4 The Company, if not satisfied with the progress of the contract and in the event of failure of the PO to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

4.12.5 In the event of such termination of the Contract as described in Cl. No. 4.12.3 or 4.12.4 or both, the Company, shall be entitled to recover L.D. upto 10% value of annual operating charge and forfeit the Security Deposit. In such case, ECL shall take over the plant without paying any compensation thereof.

4.12.6 The Company may waive the payment of liquidated damages, depending upon merit of the case, on request received from the PO if the entire work is completed even within the period extended by ECL.

4.13 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works to be paid shall be the responsibility of the PO. The PO shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Company indemnified in that regard. The PO shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the PO shall pay for such award. In the event of any suit or other proceedings instituted against the Company, the same shall be defended at the cost and expense of the PO who shall also satisfy/ comply and decree, order or award made against the Company. In no case, the Company shall be held responsible for the above.

4.14 GOVERNING LAWS & RULES

The PO shall familiarise himself with and be governed by all laws and rules of India and local statutory orders and regulations applicable to his subject work from time to time.

4.15 DELAYS BY ECL

In case the PO's performance is delayed due to any fault attributable to ECL, then the PO shall be given due extension of time for completion of the works, to the extent such fault attributable to ECL has caused delay in the PO's performance.

Further, if such delay caused increase in the operating charges, then ECL shall examine the justification for such claim and if satisfied, the extent of increase in operating charges shall be paid as per the escalation clause (refer Cl. No. 4.45).

4.16 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Bidder/ PO or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with ECL, shall, in addition to any criminal liability which it may incur, subject the PO to the cancellation of this and all other contracts and also to payment of any loss or damage to ECL resulting from any cancellation. ECL shall then be entitled to deduct the amount so payable from any moneys otherwise due to the PO under the contract.

4.17 LANGUAGE AND MEASURES

Refer Cl no. 12 of Detail e-tender notice

4.18 SETTLEMENT OF DISPUTES

Disputes Resolution

Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.

All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the

Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.

The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.

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4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
 5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
 6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c. Purchase preference policies regarding MSEs and Start-ups

It is incumbent upon the successful bidder to avoid litigation and disputes during the course of execution. However, if such disputes takes place between the successful bidder and ECL, effort shall be made first to settle the disputes at ECL level.

The successful bidder should make request in writing to the Engineer-in-charge for settlement of such disputes/ claim within 30 (thirty) days of arising of the disputes/ claim failing which no disputes/ claims of the successful bidder shall be entertained by ECL.

In first stage dispute shall be referred as given below:

| Scenario | The dispute shall be referred to: |
|---|--|
| For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM: | Area GM |
| For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge: | HOD(concerned department), Subsidiary HQ |
| For works executed at / through HQ level where HOD(concerned department) is not Engineer-in-charge (EIC) and EIC is under the administrative control of HOD | HOD (concerned department), Subsidiary HQ / CIL, as the case may be. |
| For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge | Serving officer not below the rank of HOD / E8, nominated by concerned Director. |

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual

clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.

2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

- (i) Any party may invoke Mediation by submitting “Notice of Mediation” to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
- (ii) **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.
- (iii) **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/

entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
 - i. A retired judge.
 - ii. A retired high-ranking officer and/ or technical expert.
2. In cases where a HLC is constituted, the Company may either
 - i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
 - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
 - iii. use the HLC itself as the mediator.
3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative renegotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
5. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

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2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
 3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
 4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
 5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.
- (v) **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) **The Process:**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters

relating to the mediation proceedings, namely:—

- i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - iii. documents prepared solely for the conduct of mediation or in relation thereto;
 - iv. any other mediation communication.
 - v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.
4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

(vii) Termination of Mediation: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non- settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

(viii) Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

4.19 COST OF BIDDING

Refer CI no. 22 of Detail e-tender notice

4.20 AMENDMENT OF BIDDING DOCUMENTS

Refer CI no. 7 of Detail e-tender notice

4.21 AGREEMENT

4.21.1 The successful bidder shall when called upon to do so, enter into and execute an Agreement for the subject work on BOO concept. The Agreement shall

be operative initially for 30 months (12 months for EC and 18 months for set up) and extension, if any from the date of signing of Contract or leasing out of site whichever is later plus 18 (eighteen) years from the date of start of commercial operation or thereafter extended on mutually agreed basis.

4.21.2 If the successful bidder fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the Agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 6 (six) months of the notice by ECL specifying such default and requiring such default to be remedied, then ECL will be entitled to terminate the Agreement and take possession of the land and the plant as is where is basis without giving any compensation on this account to the successful bidder/ PO and the coal deshaling plant (land including buildings, structures, machinery etc.) shall rest in and be the absolute property of ECL.

4.21.3 The Agreement shall come to an end:

- i) If the successful bidder goes into liquidation
- ii) If the successful bidder fails to obtain statutory approvals as required.

4.21.4 At the expiration of the Agreement, the PO shall yield to and deliver upon ECL peaceful possession of land including buildings, structures and machinery without claiming any compensation value thereof and the coal deshaling plant shall rest in and be the absolute property of ECL.

4.21.5 In the event of acquisition of the plant or any portion thereof prior to completion of contract by any agency other than ECL under any act for the time being in force, the amount of compensation that will be awarded for the land & coal left in the plant premises shall belong to ECL and that of plant and equipment and building etc. shall belong to the PO. The compensation money, if any, paid by the agency for loss of business shall be shared equally between ECL and the PO.

4.22 LAW GOVERNING AGREEMENT

The Agreement shall be governed by the law as is applicable in India and shall be construed in accordance thereto. The Court of Law at West Bardhaman in West Bengal, India only have the jurisdiction to deal with and decide any legal matter on dispute what so ever arising out of the contract.

4.23 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, the Contract of the plant shall continue till expiry of contract for operation & maintenance i.e. 18 years from the date of commercial operation of the plant or thereafter extended on mutually agreed basis.

4.24 HANDING OVER OF LAND & PLANT BY PO TO ECL

After expiry of contract i.e. after 18 years of commercial operation or thereafter extended on mutually agreed basis, PO will hand over the land including buildings, structures and machinery to ECL without any monetary claim before the expiry of the validity of Security Deposit. The PO shall also handover various information/document regarding the plant viz. engineering data, drawings, manuals and also those relating to different approval in this regard.

4.25 ENGINEER IN CHARGE'S DECISION

4.25.1 In respect of all matters which are left to the decision of EIC including the granting or with-holding of the certificates, EIC shall, if required to do so by the PO give in writing a decision thereon.

4.25.2 If in the opinion of the PO, a decision made by EIC is not in accordance with the meaning and intent of the contract, the PO may file with EIC within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file

an objection within the allotted time will be considered as acceptance of EIC's decision and the decision shall become final and binding.

4.25.3 EIC's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the Contract that there shall be no delay in the execution of the works and the decision of EIC as rendered shall be promptly observed.

4.26 PO'S CO-OPERATION WITH ECL

In cases where electricity, water, etc. are provided by ECL, the PO shall strictly adhere to perform only in the manner stipulated by ECL.

4.27 DEFENCE OF SUITS

If any action in court is brought against ECL or EIC/engineer or an officer or agent of ECL for failure or neglect on part of the PO to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on part of the PO, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the PO shall in all such cases indemnify and keep ECL, and EIC and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

4.28 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

4.29 ASSISTANCE IN PROCUREMENT OF MATERIALS

All the materials required for execution of the agreement shall be supplied by the successful bidder. ECL may, on demand, issue an Essentiality-Certificate (EC) to the successful bidder to enable him to procure steel and cement. However,

procurement of such materials against the EC issued by ECL shall not be linked in any way with the completion schedule of the subject work and the procurement will be the sole responsibility of the successful bidder.

In case the use of imported materials/ equipment becomes essential, then the successful bidder shall obtain clearance from the Director General Technical Development (DGTD) and other relevant authority. ECL may on request of the successful bidder, render the necessary assistance in obtaining the import licence.

4.30 STORES

The PO shall maintain spares (for 2 years) for both indigenous and imported equipment, special tools & tackles covering all mechanical, electrical and instrumentation items for smooth operation & maintenance of the plant.

4.31 SUBMISSION OF OFFER

Refer CI No. 11 of Detail e-Tender Notice

4.32 SPARES

A list of the recommended spares & critical spares will have to be furnished as Appendix - 6. These recommended spares for indigenous and imported equipment, special tools & tackles covering all mechanical, electrical and instrumentation items for operation & maintenance of the plant shall have to be provided by the PO and at the time of completion/ termination of the contract period, the same should be handed over to ECL without any monetary claim. The PO has to provide final list of recommended spares & critical spares duly authenticated by OEM before commercial operation of the Plant.

4.33 GENERAL CONDITIONS

4.33.1 Operation & Maintenance of P&M

The successful bidder shall use and operate the machinery carefully and maintain the same in good working condition and repair/replace at his own cost and expenses in conformity with the instructions or operational manuals given by the manufacturer and comply with all statutory and other requirements of law, rules, regulations and directions applicable to the storage of fuel, oil, lubricant and machinery or installation and operation of the Coal deshaling plant and ensure that the machinery are operated by suitably trained and qualified personnel for the purpose for which it is designed.

4.33.2 Insurance

4.33.2.1 The successful bidder shall insure all plant and machinery, working personnel including raw coal & products (also at the loading site) to receive the compensation money against risks of fire, riot, lightning, explosion, earthquake, storm, tempest, flood, war, malicious damage, theft, civil commotion or such other acts from time to time.

4.33.2.2 Any proceeds receivable from the Insurance Company shall be used by the successful bidder to make good the damages and payment of compensation.

4.33.2.3 In the event of any irreparable loss or damage to the plant and machinery as a whole or the Insurance Company refusing to pay the claim arising out of any loss on the gross negligence and violation of the condition of insurance policy, the successful bidder shall replace the damaged plant/ equipment at his own cost to resume the plant operation.

4.33.2.4 In the event of any losses or expenses or damages suffered by ECL due to any claim made against ECL by any person for suffering any injury or damages to any person/ property whatsoever arising out of or in consequence of any action

or omission or commission on the part of the successful bidder or in violation of statutory provisions in connection with erection, operation and maintenance of the plant, the successful bidder shall keep ECL indemnified for any claim, demand, proceeding, damages, cost, charges and expenses whatsoever in respect of or in relation thereto by taking suitable insurance policy.

4.33.2.5 The successful bidder shall ensure that the insurance policy/ policies are kept alive till full expiry of the Agreement by timely payment of premiums and similar insurance policies are also taken by his sub-contractors, if any. The cost of premiums shall be borne by the PO. The PO's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.33.2.6 The PO shall provide the Company with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the Company immediately after such insurance coverage. The PO shall also inform the Company in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/ renewal, etc. as may be necessary well in time. Copy of the premium receipts and such records which evidences that the policy remains valid and alive and shall also be furnished regularly to ECL by the PO without failure.

4.33.3 Safety

4.33.3.1 The successful bidder shall at all times exercise reasonable precautions for the safety of employees in the performance of his contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or municipalities and other authorities in India. The successful bidder shall comply with the provisions of the safety Handbook as approved and amended from time to time by the Government of India.

4.33.3.2 The successful bidder shall familiarise himself with and be governed by all laws and rules of India and local statutory orders and regulations applicable to his work.

4.33.4 Progress Report

The successful bidder shall furnish to ECL or its authorised representative with relevant reports from time to time regarding the successful bidder's organisation and the progress made by him in the execution of the work as per the Agreement.

4.33.5 Taxes and Duties

4.33.5.1 All relevant taxes & duties and/or Goods & Services Tax (GST), whether Local/ Municipal, Provincial or Central, levies etc. lawfully assessed, which are payable or may become payable in their business operation during the entire period of contract shall be to the successful bidder's account.

4.33.5.2 In the event of recovery of any claim towards LD charges, Penalty, Fee, Fine, charges for independent agency or any other charges(except EMD) from the PO the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the PO against their Bill/Invoice or any other dues.

4.33.5.3 All relevant taxes & duties and/or Goods & Services Tax (GST) pertaining to operating charge shall be reimbursed by ECL to the PO on actuals after producing documentary evidences in support of taxes & duties paid by the PO.

4.33.5.4 Any applicable taxes, duties, levies, etc. which is notified after the last date of submission of bid and/or increase over the rate existing on the last date of

submission of Bid shall be reimbursed by ECL on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such applicable taxes, duties, levies, etc. on the rate existing on the last date of submission of Bid the same shall become recoverable from the PO.

4.33.6 Declaration

All operations necessary for the execution of the subject work and for construction of any temporary works shall, so far as compliance with the requirements of the agreement permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in possession of ECL or any other person and the successful bidder shall save harmless and indemnify ECL in respect of all claims, demands, proceedings, damages, cost, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the successful bidder is responsible therefor.

4.33.7 Statutory Approval

4.33.7.1 Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country for installation and operation of the plant shall be the responsibility of PO. ECL shall be responsible for leasing out land free from all encumbrances to PO in this regard and be involved actively in the process as necessary. Obtaining and compliance of EC regulation and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of PO and for this purpose, any information/data required from ECL, if available, will be provided to the PO.

4.33.7.2 The successful bidder will have to ensure sound civil, electrical and mechanical engineering, design, construction, installation and commissioning

and operation of the plant in line with the various Indian Standards as per Bureau of Indian Standards and Engineering code of practices, Indian Electricity Act & Rules and various other statutes including environmental and pollution statutes as applicable. Where such standards are not available, equivalent international standards such as DIN/ American may be followed.

4.33.8 Plant Inspection

ECL shall supply raw coal at raw coal receiving pit/ stock yard of the plant, will check quality of raw coal & all saleable products at loading points and also that of Rejects (if any). ECL shall have access to the plant during construction & operation. They will also have access to various data of the plant of PO for exercising certain checks on yield, quality of raw coal and organic efficiency (i.e. ratio of practical/ actual yield to theoretical yield), capacity of the plant, crushing system, storage, loading arrangements, reject disposal, environmental measures, environmental management plan implementation, etc.

4.33.9 Termination, Suspension, Cancellation & Fore-Closure of Contract

4.33.9.1 ECL shall, in addition to other remedial steps to be taken as provided in the Bid Document, be entitled to cancel the contract in full or in part, if the PO:

a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge (EIC), then on the expiry of the period as specified in the notice

or

b. commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge (EIC), then on the expiry of the period as may be specified by the Engineer-in-Charge (EIC) in a notice in writing

or

c. fails to complete the work or items of work with individual dates of completion, on or before the date/ dates of completion or as extended by ECL, then on the expiry of the period as may be specified by the Engineer-in-Charge (EIC) in a notice in writing

or

d. offers or give or agree to give any person in the service of ECL or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/ acts of favour in relation to the obtaining or execution of this or any other contract of ECL.

or

e. tries to obtain a contract from ECL by way of ring tendering or other non-bonafide method of competitive tendering.

or

f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge (EIC). The Engineer-in-Charge (EIC) may by giving a written notice, cancel the whole contract or portion of it in default.

4.33.9.2 ECL shall in such an event give fifteen (15) days' notice in writing to the PO in this regard.

4.33.9.3 The PO upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to ECL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist ECL in maintenance, protection and disposition of the works acquired under the contract by ECL.

4.33.9.4 The contract shall stand terminated under the following circumstances unless ECL is satisfied that the PO is capable of carrying out and completing the contract and ECL shall in any way not be liable to payment of any compensation to the estate of deceased PO and/ or to the surviving partners of PO's firm on account of the termination of the contract.

a. If the PO being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

b. In the case of PO being a company and its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the PO shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 days.

4.33.9.5 If the PO is an individual or a proprietary concern and the individual or the proprietor dies and if the PO is a partnership concern and one of the partners dies, then unless ECL is satisfied that the legal representatives of the individual PO or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract, ECL shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased PO and/ or to the surviving partners of the PO's firm on account of the cancellation of the contract.

The decision of ECL that the legal representatives of the deceased PO or surviving partners of the PO's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, ECL shall not hold the estate of the deceased PO and/ or the surviving partners' estate of the deceased PO and/ or the surviving partners of the PO's firm liable to damages for not completing the contract.

4.33.9.6 On cancellation of the contract or on termination of the contract, the Engineer-in-Charge (EIC) shall have powers :

- a. to take peaceful possession of the site
- b. to recover the entire amount of Security Deposit (SD)
- c. to takeover the entire plant with all related infrastructure facilities in the existing condition without any compensation. In such case, PO shall submit various information/ document viz. engineering data, drawings, manuals etc. to ECL.

4.33.9.7 Suspension of work - ECL shall have power to suspend the progress of the work or any part thereof and the Engineer-in-Charge (EIC) may direct the PO in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the PO, or for proper execution of the work for reasons other than any default on the part of the PO, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the PO, extension of time shall be allowed by ECL equal to the period of such suspension. Any necessary and demonstrable costs incurred by the PO as a result of such suspension of the works shall be borne by the PO. ECL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the PO or his sub-Contractor. The work shall throughout the stipulated period of contract, be carried out with all due diligence on part of the PO. In the event of termination or suspension of the contract on account of default on part of the PO, as narrated

herein before, the Security Deposit and other dues of this work or any other work under ECL shall be forfeited and also the plant shall be brought under the absolute disposal of ECL.

4.33.9.8 Foreclosure of contract in full or in part - If at any time after acceptance of the Bid, ECL decides to abandon or reduce the scope of the work for any reason whatsoever, ECL, through its Engineer-in-Charge (EIC), shall give notice in writing to that effect to the PO. In the event of abandonment/ reduction in the scope of work, modalities on future course of action will be decided mutually.

4.33.10 Further, upon invocation of clause 4.33.9, the guidelines for banning of business set forth in clause 4.51 of this document shall also be applicable.

4.34 FORCE MAJEURE

4.34.1 Force majeure is herein defined as any cause which is beyond the control of the successful bidder or ECL as the case may be which they could not foresee or with a reasonable amount of diligence they could not have foreseen and which subsequently affect the performance of the agreement such as:

i) Natural phenomena including but not limited to earthquake, floods, droughts and epidemics.

ii) Act of any government including but not limited to war, declared or undeclared priorities, quarantines, embargoes

Provided either party shall within 15 days from the concurrence of such a cause notify the other in writing of such causes.

4.34.2 The successful bidder will advise in the event of his having resort to this clause no. 4.34 by registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and the end of the cause of delay, within 15 (fifteen) days of the occurrence and cessation of such force majeure conditions. In

the event of delay lasting over 2 months, if arising out of force majeure the contract may be terminated at the discretion of ECL.

or

both the parties shall consult each other in finding out some amicable solution for further continuation/ discontinuation of the contract.

For delays arising out of force majeure, the successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the cause of Force Majeure and neither ECL nor the successful bidder shall be liable to pay extra cost.

If any of the Force Majeure conditions exist in the place of the operation of the bidder even at the time of the submission of Offer, he will categorically specify them in Appendix - 1 and state whether they have been taken into consideration in their quotations.

4.34.3 The bidder or ECL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by reasonable time even though such cause may occur after bidder's performance or his obligations has been delayed for other causes.

4.35 ENGINEER'S SUPERVISION

4.35.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the EIC and his decision shall be final.

4.35.2 The work shall be performed under the direction and supervision of the EIC. The scope of the duties of the engineer, pursuant to the contract, will include but not be limited to the following:

-
- a. receipt of all information related to progress of construction of plant.
 - b. keeping record of all data related to raw coal supply.
 - c. keeping record of all data related to products.
 - d. keeping record of all data related to despatch of products.
 - e. keeping record of all data related to performance of the plant.
 - f. keeping record of all data related to payment.
 - g. keeping record of any other relevant information.

4.36 SECURITY

The Plant Operator shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, raw coal & its products, equipment and works from theft, fire, pilferage and any other damages and loss. For safety & security of the plant and its properties, the entire plant complex shall be provided with boundary wall of adequate height.

4.37 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The PO shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the EIC. Similarly, the PO shall ensure that the bench marks, reference points, etc., which are marked out either with the help of EIC or by the EIC shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the EIC. The PO shall provide all necessary materials and assistance for such relocation of reference points etc.

4.38 DEMONSTRATION OF GUARANTEED THROUGHPUT & ORGANIC EFFICIENCY DURING PGT

Duration of PGT will be of one month of which 6 (six) **consecutive** days on rated capacity is the minimum requirement. In case, performance is below rated capacity, the successful bidder will have to modify the plant for achieving rated capacity on a sustained basis within one month. The successful bidder is also required to establish the additional 20% capacity (over & above the rated capacity) of the plant for atleast **2 consecutive days** or any other duration as may be agreed to, between the EIC and PO. During above periods, ECL shall ensure to supply required quantity of coal to the PO to carry out the above tests.

The guaranteed performance figures (i.e. desired OE) of the plant shall be proved by the PO during these performances and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the PO shall modify the plant or equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests. This is to be noted that any extensions thereof, is subject to the conditions given in Clause 4.12.

If PGT is successfully completed within 1 month period then plant can be accepted for commercial operation.

4.39 REALISATION OF CHARGES FOR LAND, WATER, POWER GIVEN BY ECL

Land lease rent will be realised in advance on annual basis. Whenever power will be provided by ECL, the same shall be on chargeable basis. Similarly whenever water will be provided by ECL, the same shall be on chargeable basis. The rate of power and water given hereafter are indicative and for guidance purpose only:

- i) Rate of Power
 - a) For Power : INR 8.60/ kVAh

-
- ii) Rate of Water
 - a) Water Charge : INR 1.15/ kL

Prevailing rate of power and water at the time of construction/ operation will be charged from PO. The charges for water and power will be realised on monthly basis.

4.40 PAYMENT TERMS

4.40.1 System of payment

The system of payment of operating charges to the successful bidder will be as given hereafter.

a) Raising Invoice/ Bills :

- i. The bills shall be raised by the PO in two parts i.e. for 75% and balance 25% payment for each billing period, complete in all respects and supported by all relevant documents.
- ii. The PO shall submit the bills for 75% and 25% of operating charges for every month by 7th & 15th respectively of the following month as per Cl. No. 1.16 of this document during the billing period.
- iii. At the time of submission of 75% bill for the month as mentioned above, a statement with respect to total parameters regarding raw coal, clean coal and 2nd product/reject such as raw coal processed, raw coal stock, clean coal and 2nd product/reject stock, if any, clean coal and 2nd product/reject despatched alongwith quality parameters, etc. related to preceding month is to be furnished by the PO for enabling the payment and also adjustment regarding penalties (as per Cl. No. 4.42), etc. from 25% bill, if any.
- iv. However, the balance bill/ invoice of 25% value shall be released only after verifying/ checking the parameters of washed/ clean coal loaded into the Railway wagons and after due adjustment of penalty, 50% of the

charge paid to independent agency, etc., if any. The payment as may become due against penalty, etc. to be made by either party shall be raised by the PO through separate bills/ claims on monthly basis along with bills of 25% value of operating charges.

v. The total operating charges payable in a billing period shall be calculated by multiplying the quantity of raw coal processed as declared by PO for a particular month on dry basis with agreed operating charges on dry basis.

vi. In case, the quantity of raw coal processed in the plant by PO in the particular month is more or less than the quantity of raw coal supplied by ECL, then the PO shall give declaration to the satisfaction of ECL regarding the actual quantity of raw coal washed.

vii. The bills shall be accompanied with all the relevant documents/ certificates indicating invoice numbers, net weight etc.

viii. All relevant taxes & duties pertaining to operating charges shall be reimbursed by ECL to the PO on actuals after producing documentary evidences in support of taxes & duties paid by the PO.

However, timely payment of all the taxes & duties shall be the responsibility of PO. Penalty, if any, is paid by the PO to the concerned agency(ies) shall not be reimbursed by ECL and shall be borne by the PO.

b) Release of Payment by ECL

i. ECL will release payment of the 75 % bill for each period, within twelve (12) working days from the date of raising/ receipt of bills complete in all respects at the designated office(s) of ECL. The PO shall not account for necessary adjustment in the 75 % bill that may be on account of penalty, etc., if any.

ii. For balance 25% payment for the month corresponding to the 75% bill already raised for the month, a separate bill shall be required to be raised by the PO by 15th of the next month, complete in all respects and the payment, as admissible, shall be released within fifteen (15) days from the date of receipt of respective bills for the month after taking into account adjustments. However, if the deduction is more than the amount of 25% balance payment, the balance deduction shall be made from the subsequent 75% & 25% bill of following month as the case may be.

iii. All payments to the PO shall be released through e-payment from the designated office ECL.

iv. ECL shall release the payments within its scheduled period(s) specified as above.

c) No arbitrary/ unilateral change shall be made in the operating charge by either side unless mutually agreed to by the PO and ECL.

4.40.2 Operating charges derived after escalation shall remain firm for the first year of commercial operation of the plant and such price determination for subsequent years of commercial operation shall be carried out as per Cl. No. 4.45 of this section.

4.41 CURRENCIES OF BID & PAYMENT

Refer Cl No. 23 of Detail e-Tender Notice

4.42 PENALTIES

4.42.1 Penalty for not meeting Quality of Clean Coal

i) For decrease in the ash% beyond $8 \pm 0.5\%$ ('adb') from the ash% of raw coal supplied on monthly basis, penalty will be imposed on the PO for a sum equivalent to the loss of ECL on this account. The loss shall be computed on monthly basis based on the following formula:

(Price of stipulated Quality of washed/clean coal * stipulated Quantity of washed/clean coal) – (Price of actual Quality of washed/clean coal produced * actual Quantity of washed/clean coal despatched)

Wherein

1. Stipulated quality of washed/clean coal = Grade of washed/clean coal determined after reducing $8\pm 0.5\%$ ash of raw coal for the month in Lab
2. Stipulated quantity of washed/clean coal = quantity of washed/clean coal to be produced based on raw coal fed, theoretical yield determined for the month in Lab and Quoted Organic efficiency
3. Actual Quality of washed/clean coal = Grade of washed/clean coal determined based on Weighted average GCV actually produced in the month
4. Actual Quantity of washed/clean coal = Total Quantity of washed/clean coal actually despatched from plant in the month

Note: No penalty will be charged if the quantity arrived from the above formula is negative.

ii) If the decrease in ash% of washed/ clean coal is beyond $8\pm 0.5\%$ ('adb') from the ash% of raw coal supplied on monthly basis for two consecutive months, the successful bidder will have to modify the plant to achieve the stipulated ash% at their own cost within 15 days. In such case, losses incurred by ECL on this account shall be recovered from PO and also no operating charge shall be paid to the PO for the quantity of raw coal processed.

4.42.3 Penalty for lower capacity and Lower organic efficiency of the Plant

The successful bidder shall have to demonstrate the organic efficiency and hourly & daily throughput capacity in performance test and shall conform to it. Failure to conform to organic efficiency as quoted in the offer and capacity as mentioned in the bid document in performance test and subsequently in regular operation of the plant, suitable penalties will be levied as mentioned hereafter.

4.42.3.1 Throughput Capacity

The successful bidder shall guarantee for 100% throughput capacity of the plant alongwith 20% additional capacity (over & above the rated capacity). Failing to prove the above, plant will not be accepted and the successful bidder shall modify the plant to achieve the same

4.42.3.2 Organic Efficiency

The successful bidder shall guarantee that the Organic Efficiency (OE) is not less than that quoted in the offer considering decrease in ash % of washed/clean coal is not beyond $8 \pm 0.5\%$ of raw coal supplied on monthly basis. OE below 88% shall not be acceptable. In case of shortfall of OE from 88%, the successful bidder shall modify the plant to achieve minimum OE of 88%.

In case, OE is less than that quoted in the offer during operation, the penalty for lower OE shall be worked out and it will be equal to the price of loss of clean coal on this account will be derived from formula mentioned in Cl. No. 4.42.1. Any decrease in organic efficiency below the fraction of 0.05% shall be ignored whereas variation in organic efficiency for 0.05% and above will be treated as 0.1%.

If the OE achieved is less than that quoted in the offer during operation of the plant in two consecutive months, the PO shall take corrective measures to establish minimum quoted OE of the plant within a week. However, penalty shall remain in force till the PO achieves the quoted OE.

4.42.4 Commitment charges for Shortfall in Quantity

4.42.4.1 MONTHLY SCHEDULED QUANTITY (MSQ)

At the beginning of each year, ECL and the PO shall jointly decide the programmed quantity/ Monthly Scheduled Quantity (MSQ) of raw coal to be supplied to the PO.

4.42.4.2 MAKE UP RIGHT OF ECL

In the event, ECL defaults in supply of raw coal to the PO in any month then Coal company shall have the right to make up the shortfall in the succeeding months such that average daily raw coal supplied for the month shall not exceed 120% of daily throughput capacity as spelt in Clause 1.1 of section-1 of NIT and PO shall have the obligation to receive the said quantity of coal.

4.42.4.2 RIGHT OF REQUEST OF PO TO ECL

In the event, the Plant Operator defaults in performing his obligation to receive the raw coal as per MSQ during any month, on receiving request by Coal Co. from the Plant Operator, Coal Co. may consider subject to availability of coal, supply of such make up quantity in the succeeding months to the extent such that average daily raw coal supplied for the month shall not exceed 120% of daily throughput capacity as spelt in Clause 1.1 of section-1 of NIT.

4.42.4.3 COMMITMENT CHARGES FOR LOWER RECEIPT OF RAW COAL

In the event of Plant Operator's default for non/ short-receipt of raw coal, the commitment charges payable by Plant Operator to Coal Co. shall be 10% of the basic price of raw coal for quantity under default during a particular month. As a result of less receipt of raw coal by the Plant Operator and consequently if Coal Co. default in supply of clean coal committed under agreement with customers, the commitment charges shall be

- i) In consonance with the liquidated damages payable by Coal Co. to the customers under the agreements.

OR

- ii) 10% of the basic price of raw coal quantity under defaults, whichever is more.

4.42.4.4 COMMITMENT CHARGES FOR SHORT SUPPLY OF RAW COAL

In case, ECL is unable to supply programmed quantity of raw coal from the date of start of commercial operation of the plant, ECL will pay Commitment Charges as follows:

i) If the quantity of raw coal supplied is equal to or more than 75% of the programmed quantity, no commitment charges shall be paid to the PO.

ii) In case, the quantity of raw coal supplied is less than 75% of the programmed quantity, commitment charges shall be paid for the quantity less than 75% (i.e. 75% quantity – actual quantity supplied) @ 60% of basic operating charges calculated as shortfall.

iii) In case, ECL supplies less quantity of raw coal than the programmed quantity on monthly basis but fulfils the annual programmed quantity then the PO will refund the commitment charge already paid to the PO to ECL after annual reconciliation.

4.42.5 PENALTY FOR MISMATCH IN BALANCE OF PRODUCTS

In case the quantity of products do not match with that of raw coal supplied within a specified time frame then penalty will be imposed on the PO for amount of double the price of raw coal equivalent to the shortage of products. This may further be illustrated as follows:

Let Q_1 = Raw coal quantity (Tonnes) processed(dry basis)

Q_2 = Washed/Clean Coal (Tonnes) supplied (dry basis)

Q_3 = 2ndProduct/Reject (Tonnes) supplied (dry basis)

Q_4 = Shortage of products (Tonnes) (dry basis)

P = Prevailing Price of Raw Coal (Rs. /t)

If $Q_1 - (Q_2 + Q_3) = 0$, No penalty and

If $Q_1 - (Q_2 + Q_3) = Q_4$, then penalty of Rs. $2 \times Q_4 \times P$ shall be imposed on PO.

Note: All the penalty, commitment charges calculations will be done on monthly basis whereas moisture calculation will be done on day-to-day basis/ consignment basis.

4.43 BONUS

For achieving higher Organic Efficiency (OE) than that quoted in the offer considering targeted ash% of washed/clean coal $8 \pm 0.5\%$ less than the ash% of raw coal supplied on monthly basis, bonus will be paid to the PO by ECL. Bonus will be paid for each 0.1% increase in the OE. Any increase in organic efficiency below the fraction of 0.05% shall be ignored whereas variation in organic efficiency for 0.05% and above will be treated as 0.1%.

The bonus will be calculated on the basis of additional yield of clean coal at stipulated ash% achieved due to higher OE than that quoted in the offer. Bonus will be shared equally by the PO & ECL. No Bonus will be given to the PO if the ash% of washed/clean coal is not in the range of stipulated ash%.

4.44 DEMURRAGE CHARGES/ UNDER-LOADING CHARGES

Responsibility of indenting of Railway wagon shall lie with coal transporter. However, indenting of Railway Wagons by coal transporter shall be done in consultation with ECL & PO. Coal transporter shall pay the necessary demurrage charges, under loading charges or any other charges imposed by Railway Authority without any financial or any other liability on ECL.

4.45 ESCALATION

4.45.1 Escalation in quoted operating charges on account of change in price index before start of 1st year of commercial operation:

Base date for escalation in quoted operating charges shall be the actual Bid submission end date (considering extension, if any)

The formula for escalation of operating charges before start of 1st year of commercial operation for each activity shall be as follows:

$$W_1 = W_0 \left(0.35 + 0.20 \times \frac{AICPI_1}{AICPI_0} + 0.45 \times \frac{WPI_1}{WPI_0} \right)$$

wherein,

A) 35% of the operating charges (excluding taxes & duties), will be constant and no escalation shall apply to it.

B) 20% of the operating charges (excluding taxes & duties), shall be subject to price variation based on All India Consumer Price Index (AICPI) for Industrial workers.

C) 45% of the operating charges (excluding taxes & duties), shall be subject to price variation based on Wholesale Price Index (WPI) for all commodities.

The escalation in quoted operating charges after actual Bid submission end date will be applicable for the time period for completion of the following sequence of activities and operating charges will be revised accordingly as per the above formula after completion of each activity:

i) Issuance of LoA

For issuance of LoA, the variables in the above formula shall be defined as follows:

W_1 = Base Price of Escalated Operating Charge after issuance of LoA

W_0 = Base Price of Quoted Operating Charge by Bidder

$AICPI_0$ = All India Consumer Price Index as on base date i.e. actual bid submission end date (considering extensions, if any)

$AICPI_1$ = All India Consumer Price Index on the actual date of issuance of LoA

WPI_0 = Wholesale Price Index as on base date i.e. actual bid submission end date (considering extensions, if any)

WPI_1 = Wholesale Price Index on the actual date of issuance of LoA

ii) Conclusion of all formalities, signing of land lease agreement and contract agreement.

For conclusion of all formalities, signing of land lease agreement and contract agreement, the variables in the above formula shall be defined as follows

| | | |
|-----------|---|---|
| W_1 | = | Base Price of Escalated Operating Charge after conclusion of all formalities, signing of land lease agreement, contract agreement and handover of site |
| W_0 | = | Base Price of Escalated Operating Charge after Issuance of LoA |
| $AICPI_0$ | = | All India Consumer Price Index as on actual date of issue of LoA |
| $AICPI_1$ | = | All India Consumer Price Index on the scheduled date for conclusion of all formalities, signing of land lease agreement and contract agreement (i.e. 60 days after issue of LoA or actual time taken, whichever is earlier) |
| WPI_0 | = | Wholesale Price Index as on actual date of issue of LoA |
| WPI_1 | = | Wholesale Price Index on the scheduled date for conclusion of all formalities, signing of land lease agreement and contract agreement (i.e. 60 days after issue of LoA or actual time taken, whichever is earlier) |

iii) Obtaining of EC and other Clearances

For Obtaining of EC and other Clearances, the variables in the above formula shall be defined as follows:

| | | |
|-----------|---|--|
| W_1 | = | Base Price of Escalated Operating Charge after Obtaining of EC and other Clearances |
| W_0 | = | Base Price of Escalated Operating Charge after signing of land lease agreement and contract agreement |
| $AICPI_0$ | = | All India Consumer Price Index as on actual date of signing of land lease agreement and contract agreement, whichever is later |
| $AICPI_1$ | = | All India Consumer Price Index on the scheduled date of Obtaining of EC and other Clearances (i.e. 360 days after issue of LoA or actual time taken, whichever is earlier) |
| WPI_0 | = | Wholesale Price Index as on actual date of signing of land lease agreement and contract agreement, whichever is later |

WPI_1 = Wholesale Price Index on the scheduled date of Obtaining of EC and other Clearances (i.e. 360 days after issue of LoA or actual time taken, whichever is earlier)

iv) Construction and commissioning of the Plant

For construction and commissioning of the Plant, the variables in the above formula shall be defined as follows:

- W_1 = Base Price of Escalated Operating Charge after commissioning of plant for 1st year of commercial operation
- W_0 = Base Price of Escalated Operating Charge after obtaining of EC and other Clearances
- $AICPI_0$ = All India Consumer Price Index as on actual date of obtaining of EC and other Clearances.
- $AICPI_1$ = All India Consumer Price Index as on the scheduled date of start of commercial operation of the plant+ delay on part of ECL
- WPI_0 = Wholesale Price Index as on actual date of obtaining of EC and other Clearances.
- WPI_1 = Wholesale Price Index as on the scheduled date of start of commercial operation of the plant+delay on part of ECL

Note: No escalation in quoted price shall be admissible due to the impact of delay beyond the following scheduled time period: -

- i) 60 days-time from the date of issuance of LoA for conclusion of all formalities, signing of contract agreement and land lease agreement.*
- ii) Scheduled 360 days-time for obtaining of EC and other Clearances.*

iii) Stipulated or allotted 18 months (540 days) - time for commissioning of the plant from the scheduled /actual base date of setup (in case of early start of construction).

Delays on account of Coal company shall be covered under Escalation.

Any delay in time or extension of time for commissioning of the plant from the schedule date of commissioning of the plant on account of fault/delays/reasons attributable to the BOO-operator shall be dealt as per the clause of LD for delay in construction.

However, if the delay in obtaining of EC and other Clearances/signing of land lease agreement, contract agreement on account of the successful bidder is accordingly adjusted within the scheduled construction time of 18 months (540 days) no LD shall be applicable.

4.45.2 Escalation operating charges for subsequent years after 1st year of commercial operation:

The formula for escalation of operating charges for subsequent years shall be as follows:

$$W_n = W_1 \left(0.35 + 0.20 \times \frac{AICPI_n}{AICPI_1} + 0.45 \times \frac{WPI_n}{WPI_1} \right)$$

Where,

- W_n = Base Price of Escalated Operating Charge for nth year of commercial operation (where $n \geq 2$)
- W_1 = Base Price of Escalated Operating Charge after commissioning of plant for 1st year of commercial operation
- $AICPI_1$ = All India Consumer Price Index as on the actual date of start of 1st year of commercial operation of the plant

| | | |
|--------------------|---|---|
| AICPI _n | = | All India Consumer Price Index on the subsequent year i.e. the date of start of the n th year of commercial operation of the plant |
| WPI ₁ | = | Wholesale Price Index as on the actual date of start of 1 st year of commercial operation of the plant |
| WPI _n | = | Wholesale Price Index on the subsequent year i.e. the date of start of the n th year of commercial operation of the plant |

All relevant taxes & duties pertaining to operating charge shall be reimbursed by ECL to the PO on actuals after producing documentary evidences in support of taxes & duties paid by the PO.

4.46 MANAGEMENT SUPERVISION & QUALITY CONTROL

ECL management will supervise the construction of the plant as well as operation of the plant and the PO shall allow free access to ECL for the same without any hindrance.

4.47 PRICE BID

Refer CI No. 11 (d) of Detail e-Tender Notice

4.48 VALIDITY OF OFFER

Refer CI No. 28 of Detail e-Tender Notice

4.49 MINIMUM WAGE

4.49.1 For Set Up

The payments to the workmen will be made by the PO as per Minimum Wage Act/ rules of the State or Central Government of India whichever is higher and ECL shall have no responsibility towards any compensation payment to workmen nor any liability for employment.

4.49.2 For operation and maintenance

The payments to the workmen will be made by the PO as per Minimum

Wage Act/ rules of the State or Central Government of India or wages recommended by High Power Committee of CIL, whichever is higher and ECL shall have no responsibility towards any compensation payment to workmen nor any liability for employment.

4.49.3 Payment of the Wages and Provident Fund etc.

The PO shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder as well as the recommendations of High Power Committee of CIL as applicable in respect of any employee or workman employed or engaged by him or his sub-contractor. The PO shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF & Allied Schemes and CMPF & Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952, as the case may be.

The PO shall pay Bonus to the contract workers engaged by them as per the provisions of Payment of Bonus Act, 1965.

The PO shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws. The payment to the contractor's labourers has to be made through Bank only.

4.49.4 Ex-Gratia Payment

The contractor shall directly pay the ex- gratia amount of **₹25.00 lakhs or the amount revised by CIL** to the same dependent family member to the deceased contractor's worker, who died in accident as certified by competent authority, to whom the statutory benefits under Employee compensation Act, Provident Fund Act etc. have been paid, as per the terms of Contract or through Insurance

company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of **₹25.0 Lakhs or the amount revised by CIL** in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ ex- gratia amount shall lie exclusively with the contractor. If the contractor fails to disburse the special Relief/ Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries/CIL

4.50 TAXES AND DUTIES

Taxes and duties wherever referred in the bid document shall include the applicable rates of GST.

4.51 GUIDELINES FOR BANNING OF BUSINESS:

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity. A Notice of hearing shall be afforded to the PO prior to taking any decision of Ban in terms of this Clause.
2. The contracting entity may be banned in the following circumstances:
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.

-
- ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation Advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in
-

case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture/Consortium, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

SECTION - 5
(EXHIBITS)

EXHIBIT -1**GENERAL DETAILS****(To be submitted by Bidder/ each member of Associate/ Consortium)**

| Sl. No. | Particulars | Reply (by Bidder/ each member of Associate/ Consortium) |
|----------------|---|--|
| 1.0 | Full legal Name of the organization | |
| 2.0 | Communication details | |
| | i) Full Postal Address(es) | |
| | ii) Name and designation of the contact person | |
| | iii) Telex No./ e-mail | |
| | iv) Telephone Code | |
| | v) Telephone No. | |
| 3.0 | Year in which established, Registration No. and date | |
| 4.0 | Ownership status | |
| 4.1 | a) Proprietary Concern | |
| | b) Partnership Firm | |
| | c) Body Corporate | |
| | d) Companies registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India | |
| | e) Joint venture/ Consortium | |
| | f) Equivalent of (a) to (e) in case of foreign bidder | |
| 4.2 | Documentary evidence e.g. Certificate of Incorporation; Certificate of Registration; Memorandum & Articles of Association; Partnership Deed, GST Registration Certificate etc. w.r.t. sl. no. 4.1 above | |
| 4.3 | Name and address of Chief Executive, President or Managing Director, Secretary or other persons authorised to bind the firm | |
| 4.4 | Organization set up | |
| 5.0 | In case of foreign entity, name and address of Indian representative, if any | |
| 6.0 | Division of work between the bidders and Associate(s) for setting up and operation of the Dry Deshaling Plant | |
| | Name of bidders/ Associates (with % of equity in this project) indicating Lead Member | Proposed responsibilities |
| | 1) | |
| | 2) | |
| | 3) | |

| Sl. No. | Particulars | Reply |
|---|--|--------------|
| 7.0 | Other details | |
| 7.1 | Certificate of Registration as per statutory requirement under contract labour laws, as may be applicable. | |
| 7.2 | If registered with CIL or its subsidiaries (Quote registration no., date & name of the work) | |
| Furnish a write up alongwith roadmap indicating broad approach for design, installation, operation and maintenance of Chitra Dry Deshaling Plant (2.0 Mty) covered by this offer.(To be submitted by Lead Member in case of Consortium) | | |

EXHIBIT -2

**Format for Memorandum of Understanding amongst
the Bidder i.e. Lead Member & its Associate(s)
(To be executed on Non-Judicial Stamp Paper of appropriate value)**

Memorandum of Understanding (MoU)

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

We, M/s (Name & Address of the Bidder i.e. Lead Member), (1) M/s and (2) M/s.....* (Names and addresses of the Associate/ Consortium partners) have formed a Consortium for setting up Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept and hereby undertake:

1.0 to be held jointly and severally responsible for Chitra Dry Deshaling Plant (2.0 Mty) as well as performance of the Contract with regard to set up and Operation & Maintenance as per the period of association specified at para 6.0 of this MoU.

2.0 *that (1) M/s, (2) M/s & (3) M/s* (Bidder/ Associate or Consortium partners)* have the experience of setting up of * Coal/ Mineral Beneficiation Plant /coal handling plant/bulk handling plant as per Cl. No. 10.2.1 (A).

3.0 that I, M/s (Name of the Bidder) have the financial qualification as per Cl. no. 10.2.2.

4.0 that M/s shall be the Lead Member for this Associate/ Consortium.

5.0 that M/s (name of the Bidder i.e. Lead Member) has associated with (1) M/s & (2) M/s.....* (name of the Associate or Consortium partners) for the subject work as per the role, tenure & % stake in association as given hereafter.

| Sl. No. | Name of Bidder (LM) & Associate/ Consortium partners | Role of Bidder/ Associate/ Consortium partners | Tenure of Association | % stake in Association (each associate including LM must have minimum 26% equity in the project) |
|---------|--|--|--|--|
| 1. | M/s..... (Bidder/ LM) | Finance + (Set up/ Operation of plant/ none)* | Entire Contract Period | |
| 2. | M/s..... (Associate 1) | Finance + (Set up/ Operation of plant/ none)* | Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation | |
| 3. | M/s..... (Associate 2) | Finance + (Set up/ Operation of plant/ none)* | Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation | |

6.0 that M/s (Bidder i.e. Lead Member) have formed consortium with (1) M/s & (2) M/s..... * (name of Associate/ Consortium partners) having collective experience towards 'set up' of Coal/ Mineral Beneficiation Plant /coal handling plant/bulk handling plant * or as per para 2.0 above and financial qualification as per para 4.0 above. We hereby undertake that this MoU as per the provision of Bid Document shall remain valid for entire period of the Contract.

7.0 that the above MoU shall be governed by substantive and procedural laws in India.

For and on behalf of :
(the Lead Member
of Associate/ Consortium)

Signature :
(the Authorised Signatory)

Name of the Signatory :

Designation :

Company's Stamp/ Seal :

For and on behalf of: (1) (2) *
(the Associate)

Signature : (1) (2) *
(the Authorised Signatory)

Name of the Signatory : (1) (2) *

Designation : (1) (2) *

Company's Stamp/ Seal :

Witness of Bidder

Witness of Associate 1

Witness of Associate 2*

Signature:

Signature:

Signature:

Name:

Name:

Name:

Designation:

Designation:

Designation:

Official address:

Official address:

Official address:.....

Date :

Place :

* Strike out which is not applicable.

EXHIBIT -3**Format for Notarised Power of Attorney**

(for each Authorised Signatory dealing the Bid on behalf of the Bidder & Associates)
(to be executed on Non-Judicial Stamp Paper of appropriate value)

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

By this Power of Attorney executed at on this day of 20...., I being (Post held in the company) of M/s (Name of the Bidder/ Associates*), aged about Years, son of Shri residing presently at on behalf of M/s (Name & address of the Bidder/ Associates*) do hereby nominate, constitute and appoint 1) Mr./ Mrs. son of resident of 2) Mr./ Mrs. son of resident of (hereinafter referred to as "the Attorneys") whose specimen signature is attested below as our Attorneys to act for me/ on our behalf, and for and in the name of the firm to execute and perform all or any of the following acts, deeds, matters and things, namely:

1. To act as Attorney on my behalf/ on behalf of the Bidder/ Associate(s)* and to look after the affairs pertaining to the Bid Notice No..... dated issued by ECL.
2. To do all acts, deeds and things as may be necessary on my behalf/ on behalf of the Bidder/ Associate(s)* in connection with the above Bid.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

The validity of this PoA is for a minimum period of one & half years from the date of submission of this offer.

I/ We hereby ratify and confirm and agree to ratify and confirm all and whatsoever acts or deeds my/ our said Attorney shall do and purport to do by virtue of these presents.

IN WITNESS WHEREOF, I being the of the said firm have hereunto set and subscribed our respective hands on this day of 20.....

1. Specimen signature of 1st Attorney:

Name of 1st Attorney:

Designation:

2. Specimen signature of 2nd Attorney:

Name of 2nd Attorney:

Designation:

Attested

.....
(Signature of the executant)

Signed and delivered by
Within namedat

In Presence of (Name & Designation of concerned person of Bidder/ Associate):

- 1.
- 2.

.....
Signature
(Authorised Signatory of Bidder/ Associate)

Dated:
Seal of the Notary with Signature

* Strike out whichever is not applicable

EXHIBIT - 4**FORMAT FOR SELF DECLARATION OF BIDDER OR AUTHORIZATION OF DSC
HOLDER BY BIDDER**

[If the digital signature certificate holder is the bidder himself then self-declaration of bidder to this effect in the format mentioned at (a) below, otherwise an authorization in the format mentioned at (b) below from the bidder to the DSC holder authorizing him to submit the offer on behalf of bidder]

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

a) I being (Post held in the company) of M/s (Name of the Bidder), aged about Years, son/daughter of Shri residing presently at on behalf of M/s (Name & address of the Bidder) do hereby declare that I myself is the bidder and is bidding for me, and for and in the name of the firm by using my Digital Signature Certificate.

OR

b) I being (Post held in the company) of M/s (Name of the Bidder), aged about Years, son/daughter of Shri residing presently at on behalf of M/s (Name & address of the Bidder) do hereby authorise Mr./ Mrs.* son/daughter of resident of to bid for me/ on our behalf*, and for and in the name of the firm by using his Digital Signature Certificate.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

.....
Signature
(Name & Designation with seal)

Dated:

* Strike out whichever is not applicable

EXHIBIT - 5

**COPY OF A LETTER FROM THE PARENT COMPANY TO THE EFFECT
IF**

the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ Net worth of subsidiary/ entity(ies) separately,

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: **dated**

We, M/s..... (name of the Parent Company), undertake that:

1. We are the Parent Company of M/s..... (name of the bidder who is the Subsidiary/ entity(ies)).

2. A Consolidated Financial report is prepared for us i.e. Parent Company and Subsidiaries/ entity(ies) in which the information related to net worth of M/s.....(name of the bidder who is the Subsidiary/ entity(ies)) is indicated separately and the same may be considered for M/s.....(name of the bidder who is the Subsidiary/ entity(ies)) to meet the Qualification Criteria for this project.

Parent Company Stamp/ Seal:

.....

Signature

(Name & designation with seal of
Authorised Signatory of Parent Company)

EXHIBIT -6**Undertaking by Holding Company/ JV Partners as per Cl. No. 9.1.1 and 9.1.2 of detail e-tender Notice of this Bid document**

(To be given on non-judicial stamp paper of Rs.50/- in the form of an Affidavit duly notarized)

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: **dated**

We, M/s.....(name of the Holding Company/ JV Partner(s) in JV Company*), undertake that:

1. We are the Holding Company/ JV Partner(s)* of M/s..... (name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company*).

2. M/s.....(name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company) is submitting its Bid on our financial strength and/ or technical competence*.

3. In case of any untoward happenings towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of this Bid Document as applicable and attributable to M/s..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company) account, we shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of M/s..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company)

Holding Company/ JV Partners* Stamp/ Seal :

.....
Signature (Authorised Signature
of Holding Company/JV Partner*)

* Strike out which is not applicable.

Note:

- i. **The affidavit should be signed by a person having powers to do so which should be evidenced by way of a Board Resolution.**

-
- ii. **In case of JV Company, Undertaking shall be furnished by the concerned JV Partner whose financial strength and/ or technical competence has been taken into account.**

EXHIBIT - 7

**Affidavit on Non Judicial Stamp Paper regarding correctness of information
furnished w.r.t. Technical Qualification Requirement**

(To be submitted by bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- regarding correctness of information furnished by bidders on-line w.r.t. Technical Qualification Requirement)

(May be submitted without any additional self-certification and attestation by Notary public)

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

1. All information furnished by me/ us in respect of fulfilment of Technical Qualification Requirement of this Tender is complete, correct and true and I/ we would be solely responsible for any error or omission or misleading information in our bid.
2. I/ We shall be liable to submit documents as proof of correctness to the satisfaction of Coal Company, regarding information furnished by me/ us w.r.t. Technical Qualification Requirement, if asked by the Coal Company.
3. I/ we am/ are aware that if I/ we am/ are not able to furnish the document as desired by Coal Company or documents submitted by me/ us are not satisfactory to the Coal Company, penal action as deemed fit may be taken against me/ us for which I/ we shall have no claim against Coal Company.
4. I/ We have attached certificate from client/self-certificate duly notarized declaring details w.r.t clause no. 10.2.1(Note) with this affidavit.

Stamp/ Seal of Bidder:

Signature of the Bidder

Dated.....

Note:

The foreign bidders should submit this Affidavit duly vetted/ endorsed by the relevant* Embassy/ High Commission concerned.

*Relevant Embassy/ High Commission means the Embassy/ High Commission in INDIA of the Country where the referred plant has been set up/ operated or Country of origin of the bidder

ATTACHMENT OF EXIHIBIT - 7
TECHNICAL DETAILS

| Particulars | Reply of Bidder |
|--|--|
| I. Bidder Profile | |
| Route of Bidding | Sole Bidder Route/ Associate/ Consortium Route |
| *II .Setup Qualification Requirement as per clause 10.2.1 (a) of detailed e-tender notice | |
| Particulars | Reply of Bidder |
| a. Name of the Coal/ Mineral Beneficiation Plant /coal handling plant/bulk handling plant set up | |
| b. Material Handled | |
| c. Complete address of the plant | |
| d. Whether Coal/ Mineral Beneficiation Plant /coal handling plant/bulk handling plant is owned by | Bidder/ Associate/ Client |
| e. Name of the Client with address (if owned by client, else N.A.) | |
| f. Ref. No. and date of Award of Work (if owned by client, else N.A.) | |
| g. Whether the scope of work for the reference plant included | |
| i) Design & Engineering | |
| ii) Procurement | |
| iii) Construction & Erection | |
| iv) Commissioning | |
| h. Plant capacity (in tonnes per annum) | |
| i. Date of Commissioning of the plant | |
| j. Brief description of technology used in the referred plant | |
| Bidder/Associate(s) should attach a notarized certificate from its client or notarized self-certificate in case the plant is owned by the Bidder/Associate(s) itself that "Bidder/Associate(s) has successfully performed Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning of the plant." | |

* Strike out which is not applicable.

EXHIBIT - 8

FINANCIAL INFORMATION
(To be submitted by Sole Bidder/ Lead Member)

| IV. FINANCIAL QUALIFICATION REQUIREMENT (to be met by Sole Bidder / Lead Member) as per Clause 10.2.2 of detailed e-tender notice | | |
|--|-----------------|---------------------------|
| Particulars | Reply of Bidder | |
| Bank reference (with full name and address of all bankers) | | |
| 1. <u>Net Worth</u> (refer Cl. No. 10.2.2.1 of Detail E-Tender Notice) | | |
| a) Amount (INR) in FY 2024-25 (to be greater than ₹ 41 Crores) | | |
| b) CA/ Equivalent Authority Name | | |
| c) CA Membership No/Eqvt Authority No. | | |
| d) UDIN of certificate issued | | |
| Certificate of Net Worth, Auditor's report and Audited Balance Sheet for FY 2024-25 | | |
| 2. <u>Year-wise annual financial turnover</u> (refer Cl. No. 10.2.2.2 of Detail E-Tender Notice) | | |
| a) Amount (INR) during the 3 financial years from the 4 (four) immediately completed consecutive financial years in which the bid is invited (average to be greater than ₹ 49 Crores) | | |
| S. No. | Financial Year | Annual financial turnover |
| 1 | | |
| 2 | | |
| 3 | | |
| Average | | |
| b) CA/ Equivalent Authority Name | | |
| c) CA Membership No/Eqvt Authority No. | | |
| d) UDIN of certificate issued | | |
| Financial Turnover certificate, Profit & Loss (Documentary evidence such as yearly audited Balance Sheets, Profit & Loss a/c and annual reports) for the selected three Financial Year | | |

EXHIBIT – 9**PROFORMA FOR AFFIDAVIT**

(To be submitted by bidder/all partners(in case of Consortium) on Non Judicial Stamp Paper of minimum value of Rs.10/- regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line)

(May be submitted without any additional self-certification and attestation by Notary public)

I/ We, _____, Partner/ Legal Attorney/ Authorized representative of M/s. _____ (Name of bidder) solemnly declare that:

1. I/ We have submitted bid/ Offer for the work against _____ NIT No./ Tender ID _____ dated _____ and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by me/ us on-line in respect of fulfilment of eligibility criteria, qualification information, techno-commercial requirements, Price bid etc. of this Tender is complete, correct and true and I/ we would be solely responsible for any error or omission in our bid.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
6. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. I/ We (including all members of a joint venture and sub-contractors) am/ are neither associated presently nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and

other documents for the Project or being proposed as Engineer for the Contract i.e. CMPDIL in this case.

9. If any information furnished by me/ us on-line and scanned copy of documents uploaded in support of the information furnished on-line by me/ us is found to be fake/ incorrect at any time, ECL may cancel my Bid/ Offer and action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

For and on behalf of :
(the Lead Member
of Associate/ Consortium)

Signature :
(the Authorised Signatory)

Name of the Signatory :

Designation :

Company's Stamp/ Seal :

For and on behalf of: (1) (2) *
(the Associate)

Signature : (1) (2) *
(the Authorised Signatory)

Name of the Signatory : (1) (2) *

Designation : (1) (2) *

EXHIBIT – 10

PROFORMA FOR UNDERTAKING

(TO BE UPLOADED BY BIDDER/ALL PARTNERS(IN CASE OF CONSORTIUM) (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, LOCAL SUPPLIER STATUS OF THE BIDDER ETC.)

I/We,,Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. **(applicable only for Lead member)** *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

3. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....

** Delete whichever is not applicable.

4.We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of

Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of Commercial Terms and Conditions of Bid document.

5. **(applicable only for Lead member)** I/We hereby have submitted a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content in the format provided at Exhibit-10A, along with this Undertaking.

6. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. ***I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.**

OR

***I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....**

****Delete whichever is not applicable.**

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document (Exhibit-14).

9. ***I/we do not have any previous transgression of CIPP in last three years with any entity in any country.**

Or

***I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....**

***Delete whichever is not applicable**

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from bidding, as per the tender document.

Signature of the Bidder/Consortium Partner(s)

Dated

EXHIBIT-10A**FORMAT FOR LOCAL CONTENT CERTIFICATE FOR TENDER VALUE MORE THAN 10 CR**

Ref. No.:.....

Date:.....

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order,
2017 (as amended from time to time)

Tender No.:.....

Dated:.....

I/We the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s, having registered office at hereby confirm that the percentage of local content in the offered product / service / work of M/s is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

OR

I/We The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s, having registered office at hereby confirm that the percentage of local content in the offered product / service / work of M/s is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

(Delete whichever is not applicable)

The details of the location(s) at which the local value addition is made, is/ are as under:

- 1.
- 2.

For.....(Name of the firm)

Name of the Statutory Auditor/ The Cost Auditor (in case of companies)/ Practicing Cost Accountant/ Practicing Chartered Accountant (other than companies)

Official Stamp.....

UDIN No.:.....

Place:

Date:

Note: This Certificate shall be issued by the Statutory Auditor / the Cost Auditor (in case of companies) or by the Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I local supplier' under this Order

... Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.... Contd p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

... Contd p/4

(d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as well as "Non-local supplier", as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only "Class I Local suppliers".

b) In other cases, "Class II local suppliers" and "Non local suppliers" may also participate in the bidding process along with "Class I Local suppliers" as per provisions of this Order.

c) If "Class I Local suppliers" qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case "Class I Local suppliers" do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the "Class I local supplier" over "Class II local suppliers" / "Non local suppliers" provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the "Class I Local suppliers" taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting "Class-I local supplier" whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting "Class-I local supplier" does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher "Class-I local supplier", falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to "Class-I local supplier" within the broad policy guidelines stipulated in sub-para above.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. For "Class-II local supplier", the "local content" requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher.

Contd. p/5

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference.** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance.** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace.** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditors'/accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (ii) of the General Financial Rules along with such other actions as may be permissible under law.

Contd. p/5

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner.
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

Contd. p/7

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11 Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12 Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

Contd. p/8

13 Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14 Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16 Standing Committee: A standing committee is hereby constituted with the following membership:

- Secretary, Department for Promotion of Industry and Internal Trade—Chairman
- Secretary, Commerce—Member
- Secretary, Ministry of Electronics and Information Technology—Member
- Joint Secretary (Public Procurement), Department of Expenditure—Member
- Joint Secretary (DPIT)—Member-Convenor

Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23083211
rajesh.gupta66@gov.in

Competent Authority and procedure for registration with Competent Authority in case of bidder from a country which shares a land border with India

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Regarding Exclusion from Restriction

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.dos@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

No. F.18/37/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan,
New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India.
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

No.F.12/1/2021-PPD(Pt.)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

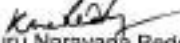
512, Lok Nayak Bhawan,
New Delhi. Dated the 2nd March, 2021

OFFICE MEMORANDUM

Subject : Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017.

Attention is invited to this Department's OM F.No.6/18/2019-PPD dated 23.07.2020, regarding restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017. The OM stipulates necessity of registration of bidders, from a country which shares a land border with India, with the competent authority.

2. In this regard, it is now decided that procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 and Public Procurement orders issued in this regard.


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

To

1. All the Secretaries and Financial Advisors to the Government of India
2. All Chief Secretaries of State Governments

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, debarment and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation

into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:

- a) Debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

SECTION - 6
(APPENDICES)

Appendix – 1

BROAD PARAMETERS

| SL. No. | Broad Parameters | Information |
|------------|---|--|
| 1 | Raw Coal throughput Capacity (Mtpa) | 2.0 |
| 2 | Raw Coal Quality | |
| 2.1 | Grade | G6 to G13 |
| 2.2 | Range of Total Moisture% (arb) day-to-day basis | <12% |
| 2.3 | Raw coal Size (mm) | RoM coal. |
| 3 | Product Quality | |
| 3.1 | Washed/ Clean Coal | |
| a) | Monthly Average Ash% (adb) | 8+0.5% less than that of raw coal supplied |
| 3.2 | 2nd Product/Rejects | |
| a) | Monthly Average Ash% (adb). Ash% shall be as high as possible | |
| b) | Total Moisture% on day-to-day basis | |
| 3.3 | Product size: Not more than 100 mm | |
| a) | Washed/ Clean Coal | (-) 100 mm |
| b) | 2 nd Product/Rejects | (-) 100 mm |
| 4 | Operating Conditions | |
| | No. of days per year: commensurate with the mine operation | |
| 4.1 | Raw Coal Section | |
| 4.1.1 | No. of shifts per day | 3 |
| 4.1.2 | No. of hours per shift | 8 |
| 4.1.3 | Daily (te) on 'arb' | 7300 |
| 4.1.4 | Hourly (tph) on 'arb' | 400 |
| 4.2 | Processing Section | |
| 4.2.1 | Daily (te) on 'arb' | 6060 |
| 4.2.2 | Hourly (tph) on 'arb' | 340 |
| 5 | Evacuation of Washed/ Clean Coal | |
| 5.1 | Mode of transportation | By road |
| 7 | Railway siding | |
| 7.1 | Loading of products into railway wagons | By Coal Transporter of ECL |
| 8 | Evacuation of 2nd Product/ Reject from identified storage site for 2nd Product/ Reject | |
| 8.1 | Mode of transportation | By road |

| SL. No. | Broad Parameters | Information |
|----------|--|-------------|
| 9 | Details of Force Majeure condition, if any, existing in the place of operation at the time of submission of offer and consideration taken into account for them as per Cl. 4.34 | |

A. A. Description of Plant Scheme, Flow Diagram along with Organic Efficiency (to be matched with that quoted in BoQ)

B. Detailed work programme (PERT Network and Bar Chart with different activities and time schedule)

Appendix - 3

A. Format for Furnishing Technical Details of Main Mechanical & Electrical Equipment

| Sl. No. | Name of the Equipment | Type | No. | Capacity of each | Technical Specification |
|---------|---|------|-----|------------------|-------------------------|
| 1 | Primary Crusher | | | | |
| 2 | Feeders/ Reclaimers | | | | |
| 3 | Secondary Crusher | | | | |
| 4 | Tertiary Crusher | | | | |
| 5 | Classification Screen | | | | |
| 6 | Main Beneficiation equipment (Air Table/Air Jig/XRT based sorting) | | | | |
| 7 | Dewatering Equipment, if any for raw coal | | | | |
| 8 | Clean coal & 2 nd Product/Rejects Dispatch Arrangement | | | | |
| 9 | Power transformers | | | | |
| 10 | OCB' s/ ACB' s | | | | |
| 11 | H.T./ L.T. Motors | | | | |
| 12 | PLC control | | | | |
| 13 | Instrumentation (solid/ liquid level sensors, belt weighers, ash & moisture monitor, density monitor, etc.) | | | | |
| 14 | Cables (Power control) | | | | |
| 15 | Illumination | | | | |
| 16 | Communication system | | | | |
| 17 | DG set | | | | |
| 18 | Any other | | | | |

Appendix - 3 (contd.)

B. Format for Furnishing Details of Civil Buildings & Structures

| Sl. No. | Name of Building/structure | Type | Cap./size & other details | Any other information |
|---------|---|------|---------------------------|-----------------------|
| 1 | Raw coal receiving system (transfer station, hopper etc.) | | | |
| 2 | Primary crushing unit | | | |
| 3 | Secondary crushing unit | | | |
| 4 | Raw coal storage system | | | |
| 5 | Processing plant | | | |
| 6 | Storage system for clean/washed coal including Hopper | | | |
| 7 | Transfer Stations | | | |
| 8 | 2 nd Product/Reject bunker/ hopper | | | |
| 9 | Fresh water reservoir | | | |
| 10 | Fire fighting storage tank | | | |
| 11 | Service buildings | | | |
| 12 | Roads and culverts | | | |
| 13 | Any other | | | |

**Acceptance on the minimum quantity of HEMM equipment to be
deployed by bidder**

| S. No. | HEMM equipment of suitable capacity | Min. Quantity | Confirmation (Yes/No) |
|--------|-------------------------------------|---------------|-----------------------|
| 1 | Hydraulic mobile crane | 1 | |
| 2 | Pick & Carry Hydraulic Mobile Crane | 1 | |
| 3 | Pay loader | 1 | |
| 4 | Dozer | 1 | |
| 5 | Backhoe | 1 | |
| 6 | Water sprinkler | 1 | |

A. Format for Furnishing the Requirement of Power

| Sl. No. | Particulars | Power requirement |
|---------|--|-------------------|
| 1 | During construction of Plant a) Demand(in kVA) b) Power Requirement(in kWh) | |
| 2 | During regular operation of Plant a) Specific Power Consumption (kWh/tonne of raw coal on 'dry basis') b) Demand(in kVA) | |

B. Format for Furnishing the Requirement of Water

| Sl. No. | Particulars | Water requirement |
|---------|--|-------------------|
| 1 | During construction of Plant (cum/ day) | |
| 2 | During regular operation of Plant (cum/tonne of raw coal on 'dry basis') | |

**LIST OF THE RECOMMENDED SPARES & CRITICAL SPARES AS PER CL NO.
4.32 OF SECTION 4 OF BID DOCUMENT**

SECTION - 7
(ENCLOSURES)

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER
DURING SUBMISSION OF BID ON-LINE**

**LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)
“Letter of Bid”**

To,
General Manager (E&M),
Eastern Coalfields Limited,
Sanctoria, West Bardhaman
W.B.
Pin-713333

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

All the items and works specified in the bid document and any other equipment or work found necessary but not covered will be deemed to have been covered in the scope of supply and works of the tender without any increase in the contract price for operating charges.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Eastern Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Eastern Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to “cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders of ECL for a minimum period 12 months” OR to act as specified in the NIT.

Yours faithfully,

(Signature of Bidder OR
Authorized person of bidder OR
DSC Holder bidding on-line with authorization from bidder)

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT TO BE FURNISHED BY SOLE BIDDER/ LEAD MEMBER

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE IN ACCORDANCE WITH STAMP ACT BEFORE SIGNING OF AGREEMENT)

Sub : Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on BOO concept

Ref : E-tender Notice No: dated

Bank Guarantee No. _____

Date _____

To,
General Manager (E&M),
Eastern Coalfields Limited,
Sanctoria, West Bardhaman
W.B.
Pin-713333

Dear Sir,

In consideration of (CIL or its subsidiary's name, hereinafter referred to as '**Company**' which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and assigns) having been unequivocally entered into a "Contract" between Company and M/s (Sole Bidder/ Lead Member) with its (registered/ principal/ head* etc.) office at (address of the Sole Bidder/ Lead Member) hereinafter referred to as "PO" which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and permitted assigns vide Contract No. dated Setting up of Chitra Dry Deshaling Plant (2.0 Mty) at S.P. Mine Area, ECL on 'Build-Own-Operate' concept and having agreed to submit a **Security Deposit** of value equivalent to 10% of Annual Washing Charge amounting to ₹ ----- Million for the plant of 2.0 Mtpa capacity valid upto 3 months beyond initial period of 30 months (12 months for EC and 18 months for set up) or any extended period, if required plus first year of commercial operation.

1. We, (name of the Bank), having its Head Office at (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors-in-interest, administrators, executors and assigns) do hereby guarantee on behalf of M/s (the PO) and undertake to pay to Company on demand any and all money to the extent of ₹ Million for the plant of capacity 2.0 Mtpa only as aforesaid at any time upto (i.e., the date, which will be 3 months after the completion of one year of commercial operation) without any demur, reservation, contest recourse or protest and/ or without any reference to M/s (the PO). The bank guarantee shall also be operative at our West Bardhaman branch located at(Complete postal address with PIN Code, Branch Code, IFSC Code, SWIFT, Tel No., Fax No., E-mail ID) from whom, confirmation regarding issue of this guarantee or extension/ renewal thereof shall be made available on demand. Any such demand made by Company on the Bank shall be conclusive and binding, notwithstanding any difference between Company and M/s (the PO) pending before any Court, Tribunal, Arbitrator or any other Authority. Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch/ operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith. The Bank do hereby undertakes not to revoke this guarantee during its currency without previous written consent of Company and further agrees that the guarantee herein contained shall continue to remain enforceable till Company discharges this guarantee.

2. The Company shall also have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the PO and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants, contained or implied, in the Contract, between Company and the PO or any other course or remedy or security available to Company. The Bank shall not be released of its obligations under these presents by an exercise by Company of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of Company or any other indulgence shown by Company or any

other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank from its obligations.

3. The Bank also agrees that Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against PO and notwithstanding any security or other guarantee that Company may have in relation to PO's liabilities.

4. We, the said Bank, lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said PO or the said Bank, shall not discharge our liability hereunder.

5. Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to ₹ Million for the plant of capacity 2.0 Mtpa and shall remain in force upto and including (the date) and shall be suitably replaced from time to time for the period, as may be desired by M/s (the PO) on whose behalf this guarantee has been given.

6. Whenever there is change in postal address and/or other details of the branch issued the guarantee and/or local operative branch, we M/s.....(the issuing bank) ensure to intimate ECL, being the beneficiary, of such changed address, Tel No., Fax No., E-mail ID, etc.

Dated this day of (month) 20. (year) at (place)

For and on behalf of the Bank

(Authorised Signatories of Bank)

(Signature).....

Name & Designation

(Bank's Seal)

Notes :

1. The Non-judicial Stamp paper(s) of appropriate value shall be in the name of guarantee issuing bank.
2. The Bank Guarantee shall be from any of the Scheduled/ Nationalised Banks
3. Structured Financial Messaging System (SFMS)

i) The Bank Guarantee (BG) issued by the issuing Bank on behalf of Plant operator, contractor, supplier, customer in favour of “Eastern Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

ii) ECL has chosen State Bank of India & ICICI Bank Ltd. to act as advising / beneficiary bank of ECL. The Bank issuing the guarantee shall have to send confirmation through SFMS through this Bank.

iii) The details of beneficiary (i.e. ECL) for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

A. AS ADVISING BANK OF ECL:

| | | | | |
|-----|---|-----|-----------------------------------|----------------------------------|
| i. | Name of the Beneficiary and its details. | i | Name | Eastern Coalfields Limited (ECL) |
| | | ii | Area | ECL - HQ |
| | | iii | Department | E&M |
| ii. | Beneficiary's Advising Bank, Branch and address for confirmation of BGs through SFMS. | i | Name of Bank | |
| | | ii | Bank Branch name | |
| | | iii | Branch code | |
| | | iv | IFSC Code | |
| | | v | E-mail id | |
| | | vi | Beneficiary Bank Branch & Address | |

B. AS ADVISING BANK OF ECL:

| | | | | |
|-----|--|-----|------------------------------|----------------------------------|
| i. | Name of the Beneficiary and its details. | i | Name | Eastern Coalfields Limited (ECL) |
| | | ii | Area | ECL - HQ |
| | | iii | Department | E&M |
| | | iv | Identifier Code (field 7037) | |
| ii. | | i | Name of Bank | |

| | | | |
|---|-----|--------------------------------------|--|
| Beneficiary's Advising Bank, Branch and address for confirmation of BGs through SFMS. | ii | Bank Branch name | |
| | iii | IFSC Code | |
| | iv | Beneficiary Bank Branch & Address | |

iv) The Supplier/ Contractor/ Customer are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v) The Guarantor (BG issuing bank) shall send information about issuance of this guarantee through SFMS gateway to the, to add in the process of confirmation of Bank Guarantee.

vi) The Guarantor (BG issuing bank) shall also send information about issuance of this guarantee to its local operating branch at West Bardhaman to add in the process of confirmation as well as claim for encashment of Bank Guarantee.

vii) The original Bank Guarantee issued by the outstation bank shall be sent by the issuing bank to E&M Department, Sanctoria, Post: Dishergarh, District: West Bardhaman, W.B, PIN - 713 333 by Speed Post/ Registered Post (AD).

* Strike out whichever is not applicable

ENCLOSURE -III

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/ INTERNET BANKING PAYMENT

To,
 General Manager (E&M),
 Eastern Coalfields Limited,
 Sanctoria, West Bardhaman
 W.B.
 Pin-713333

Dear Sir,

Sub : Authorisation for release of payment due from Coal company through Electronic Fund Transfer/ Internet Banking (NEFT/ RTGS)

Ref : Order No. Dt..... and/ or Tender/ Enquiry/ Letter No..... Dt.....

(Fill in the information in CAPITAL LETTERS and TICK wherever it is applicable)

1. Name of the Bidder :
2. Address of the Bidder :

 City
 Pin Code
 E-Mail Id
 Permanent Account Number
3. Particulars of Bank :

| | | | |
|--|---------|-------------|-------------|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| Pin Code | | Branch Code | |
| MICR No. | | RTGS Code | |
| (9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Attach Xerox copy of a cheque of your Bank ensuring accuracy of the Bank name, Branch name & code number) | | | |
| Account Type | Savings | Current | Cash Credit |
| Account Number (as appearing in the Cheque Book | | | |

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall

not hold Coal Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT/ RTGS Transfer.

Place :

Date : _____ Signature of the Bidder/ Authorised Signatory _____

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date :

Signature of the authorized
officials from the banks

INTEGRITY PACT
Between
Coal Company hereinafter referred to as “The Principal”

And
M/s hereinafter referred to as “The Bidder/ Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contracts for Chitra Dry Dewatering Plant (2.0 Mty) at S.P. Mine Area, ECL on Build-Own-Operate basis. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the “International Non-Governmental Organization” “Transparency International”(TI). Following TI’s national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/contractor

- (1) The Bidder/ Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

-
- i) The Bidder/ Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder/ Contractor will not commit any offence under the relevant Anti- corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- i) If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
 - ii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 - iii) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
 - iv) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
-

Section 4 – Compensation for Damages

- i) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Bid security (EMD)/ Security Deposit, whichever is applicable.
- iii) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

- i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- ii) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/ Sub-contractors

- i) The Bidder/Contractor undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- iii) The Principal will disqualify from the tender process all bidders who do not sign the pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (two in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

-
- i) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
 - ii) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
 - iii) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor with confidentiality.
 - iv) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to Monitor the option to participate in such meetings.
 - v) As soon as the monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - vi) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
 - vii) Monitor shall be entitled to compensation on the same terms as being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
 - viii) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 - ix) The work 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other Provisions

- i) This agreement is subject to Indian Law. Place of performance and jurisdiction is the
-

Registered Office of the Principal, i.e. West Bardhaman

- ii) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- iii) If the Contractor is a partnership or a Joint Venture, all partners must sign this agreement. For Associate/ Consortium route of bidding also, each member must sign this agreement.
- iv) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/ Contractor

Place:

Witness 1:

Date :

Witness 2:

For the Associates (If applicable)

i) Associate-1:

Witness
(Name & designation with full address) :

ii) Associate-2:

Witness
(Name & designation with full address) :

SAMPLE CONTRACT FORM

Contract No.

THIS CONTRACT is made on ----- day of ----- between ECL , a Government of India Undertaking, established and existing under the laws of India, and having its Registered Office at (hereinafter referred to as Company), which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and assigns as ONE PART AND M/s -----, a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders having its (registered/ principal/ head etc.*) office at (address of the Bidder), hereinafter referred to as the "Selected Bidder/ PO" which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and permitted assigns as the OTHER PART.

WHEREAS ECL invited bids vide E-Tender Notice No. ----- dated----- for Dry Deshaling Plant on BUILD-OWN-OPERATE Concept.

WHEREAS the Selected Bidder/ PO submitted the Bid in response to the said invitation of ECL.

WHEREAS ECL accepted the Bid of the Bidder for Dry Deshaling Plant on BOO concept.

Now this Contract witnesseth as follows:

1) In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the following documents and shall be deemed to form and be read and construed as integral part of the Contract.

- (i) Bid document, offer submitted, subsequent correspondences/ clarifications, etc.
- (ii) Letter of Intimation (LoI) issued to the Lowest Bidder
- (iii) Letter of Award by ECL & its acceptance by the PO,

-
- (iv) Commercial Terms & Other Conditions of Contract for the entire contract period for set up & operation both,
 - (v) All Technical Specifications alongwith Contract Drawings/ Finalized Work Programme
 - (vi) Proforma of applications for payment to PO for operating charges
 - (vii) Lease Agreement between ECL and Selected Bidder and Security Deposit

2) Scope and Conditions of the Contract

The scope and conditions of the Contract shall be in accordance with the Contract Documents specified and as provided in the LoA.

Notwithstanding anything stated elsewhere in the Bid Document the contract to be entered into will consist of two parts i) contract for setting up of Dry Deshaling Plant (with two years' critical spares for smooth operation of the plant) with the capital funding by PO and ii) contract for operation & maintenance of Dry Deshaling Plant.

3) Construction of Dry Deshaling Plant (with 2 years' critical spares for smooth operation of the plant) and commercial operation & maintenance thereof for a period of eighteen (18) years and thereafter extended on mutually agreed basis, if any. On expiry of contract period for operation of eighteen years and thereafter extended on mutually agreed basis, if any, the PO shall yield to and deliver upon peaceful possession of land leased out to him & Dry Deshaling Plant alongwith auxiliaries & infrastructures to ECL without any monetary claim.

4) Contract Price

Subject to the contract Documents mentioned above, Contract Price shall mean operating charge payable to the PO by ECL under the contract for the raw coal processed on dry basis by PO for the first year of commercial operation after successful completion of PGT.

5) Terms of Payment for Washing/operating Charges

The payment of operating charges will be based on the quantity of the raw coal processed (on dry basis) during the month and will be paid in terms of per tonne of raw coal processed (on dry basis).

The PO will allow representatives of the ECL to go through their records relevant to their operating charges claimed as and when needed and depute their representatives to explain the doubts, if any.

The other terms & conditions for payment of operating charges to the PO will be in accordance with the provisions made under Clause 4.40 of Section 4 of this bid document.

6) Time schedule for completion towards set up of Dry Deshaling Plant

The time schedule for installation & commissioning of proposed Dry Deshaling Plant under the Contract (including various clearances from concerned agencies) shall be according to implementation scheme as furnished in the offer and agreed subsequently by ECL.

7) Effective Date of Contract

This Contract shall come into effect upon signing of the contract by the Preferred Bidder or leasing out of the site to the PO whichever is later.

8) In consideration of the payment to be made by ECL to the (name of the Selected Bidder) as mentioned herein above, the(name of the Selected Bidder) hereby covenants with the ECL to perform the Contract in conformity in all respect and in accordance with the terms & conditions of this Contract.

9) ECL hereby covenants to pay the(name of the PO) operating charges for the raw coal processed on dry basis by PO in accordance with the terms and conditions of the Contract, the Contract price at the time and in the manner, as provided herein above.

IN WITNESSTH WHEREOF the parties hereto set their hands on the day written herein above.

| | | | | | |
|-------------------------------|---|-------|------------------------------|---|-------|
| For and on behalf of | : | | For and on behalf of | : | |
| ECL | | | (Name of the PO) | | |
| Signature | : | | Signature | : | |
| (Authorised Signatory of ECL) | | | (Authorised Signatory of PO) | | |
| Name of the Signatory | : | | Name of the Signatory | : | |
| Designation | : | | Designation | : | |
| ECL's Stamp/ Seal: | | | PO's Stamp/ Seal | : | |
| Date | : | | Date | : | |
| Place | : | | Place | : | |

Witness:

1 (Signature with full name, Designation & address)

2 (Signature with full name, Designation & address)

Witness :

1 (Signature with full name,
Designation & address)

2 (Signature with full name,
Designation & address)

* Strike out whichever is not applicable.

WASHABILITY TEST REPORT OF CHITRA EAST OCP FOR SETTING UP OF DRY DESHALING PLANT AT CHITRA EAST OCP, ECL

1.0 INTRODUCTION

M/s Eastern Coalfields Limited (ECL), vide Work Order Letter no. ECL/P&P/25/02 dated 03.01.2025 (Copy enclosed as Annexure-I), requested Coal and Mineral Preparation Division, CMPDI, Ranchi to carry out the washability tests of coal samples of Chitra East OCP, ECL for setting up of Dry Deshaling Plant at Chitra East OCP, ECL.

Coal samples from the exposed seams of Tulsidabor (T+B) Comb., Bhawanipur (T+B) comb., Chitra (T+M) comb., Colony (T), Colony (M+B) comb., Patrika (T+B) comb. and Saharjuri (T) of Chitra East OCP was sent by M/s ECL and was received at CMP Laboratory, CMPDI, Ranchi on 22.01.2025 for testing. The details of sample preparation and the washability test results are given in subsequent paras.

2.0 SAMPLE PREPARATION

One sample was prepared from the received coal samples as per the given advice, which is as follows:

| Colliery | Seams |
|-----------------|--|
| Chitra East OCP | Tulsidabor (T+B) Comb., Bhawanipur (T+B) comb., Chitra (T+M) comb., Colony (T), Colony (M+B) comb., Patrika (T+B) comb. and Saharjuri (T) of Chitra East OCP |

3.0 MINE WISE DETAILS

| | |
|---------------------------|---|
| Company | : Eastern Coalfields Limited (ECL) |
| Area | : S.P. Mines Area |
| Colliery | : Chitra East OCP |
| Name of seams | : Tulsidabor (T+B) Comb., Bhawanipur (T+B) comb., Chitra (T+M) comb., Colony (T), Colony (M+B) comb., Patrika (T+B) comb. and Saharjuri (T) |
| Present Reserve | : 36.67 Mte (approx.) |
| Total Thickness | : 5 to 17m |
| Working Thickness | : 5 to 17m |
| Nearest Boreholes | : BH No. 10 |
| No. of bands | : 03 |
| Thickness of Bands | : 1 to 2 m (approx.) |
| Gross Sample | : 06 Te.(approx.) |
| Net Sample | : 03 Te. (approx.) |

4.0 TESTING PROCEDURE

The procedure for testing of coal sample is given below:

- I. Supervision during collection of representative coal sample(s).
- II. Mixing, Coning & Quartering and dividing the entire coal sample in three equal parts (Part-I, II & III). Part-III is kept as reserved.
- III. Part-I: Screening of coal sample, "as received" in laboratory at 200mm, 100mm, 50mm, 25mm, 13mm, 6mm, 3mm & 0.5mm screen apertures and determination of ash% & moisture% of each screened fraction.
- IV. Proximate analysis of "as received" coal sample under air-dried and equilibrated condition i.e. 60% RH & 40°C including GCV & HGI.
- V. Part-II: Crushing of as received coal sample down to (-) 50mm size and screening at 25mm, 13mm, 6mm, 3mm & 0.5mm screen apertures and determination of ash% & moisture% of each screened fraction.
- VI. Float & Sink test of 50-25mm, 25-13mm, 13-6mm, 6-3mm & 3-0.5mm size fractions of crushed coal obtained at Sl. No. V and determination of wt% & ash% at each specific gravity (from 1.4 to 1.9 at an interval of 0.1).

- VII. Generation of washed coal (50-0.5mm) at targeted ash% based on the float and sink test carried out as above at Sl. No. VI.
- VIII. Proximate analysis of crushed coal (-) 50mm, generated washed coal and rejects.
- IX. Determination of GCV and HGI of generated washed coal and rejects.
- X. Petrography Analysis of Raw Coal and generated Clean Coal.
- XI. Preparation & Submission of Test Report.

4.0 WASHABILITY TEST RESULTS

4.1 PART-I

4.1.1 SCREEN-CUM-ASH ANALYSIS

The coal sample (Part-I) was subjected to screen analysis at 200mm, 100mm, 50mm, 25mm, 13mm, 6mm, 3mm & 0.5mm aperture screens. Weight % and Ash % were determined for each size fraction. The results are given in Table No.-1.

Table No.-1
Screen-cum-ash analysis

Mine - Chitra East OCP
Seam - Combined
Sample No.- CMPDI/CMP Lab/684/2024-25
Part - I
Nature of sample - RoM coal sample (as received)

| Size(mm) | Wt. % | Ash % | Moisture% |
|--------------|--------------|-------------|------------|
| 200-100 | 13.2 | 45.2 | 1.4 |
| 100-50 | 20.4 | 39.2 | 1.8 |
| 50-25 | 22.7 | 36.1 | 2.0 |
| 25-13 | 11.8 | 34.5 | 2.2 |
| 13-6 | 9.5 | 33.6 | 2.3 |
| 6-3 | 6.6 | 30.5 | 2.6 |
| 3-0.5 | 8.0 | 29.4 | 2.6 |
| (-) 0.5 | 7.8 | 35.2 | 2.3 |
| Total | 100.0 | 36.5 | 2.0 |

4.2 PART-II**4.2.1 SCREEN-CUM-ASH ANALYSIS**

The coal sample (Part-II) was crushed down to (-) 50mm and was subjected to screen analysis at 25mm, 13mm, 6mm,3mm and 0.5mm aperture screens. Weight% and ash% were determined for each size fraction. The results are given in Table No.-2.

Table No.-2
Screen-cum-ash analysis

Mine- Chitra East OCP
Seam- Combined
Sample No.- CMPDI/CMP Lab/684/2024-25
Part- II
Nature of sample- RoM coal sample (crushed to (-) 50mm)

| Size(mm) | Wt.% | Ash% | Moisture% |
|-----------------|--------------|-------------|------------------|
| 50-25 | 36.8 | 39.8 | 1.8 |
| 25-13 | 18.2 | 36.5 | 2.0 |
| 13-6 | 14.3 | 34.8 | 2.1 |
| 6-3 | 9.6 | 32.7 | 2.4 |
| 3-0.5 | 11.1 | 30.6 | 2.3 |
| (-) 0.5 | 10.0 | 38.4 | 2.1 |
| Total | 100.0 | 36.6 | 2.0 |

Following data has been computed from Table no. 2

Table No.-3
Screen-cum-ash analysis

Mine - Chitra East OCP
Seam - Combined
Sample No.- CMPDI/CMP Lab/684/2024-25
Part - II
Nature of sample - RoM coal sample (crushed to (-) 50mm)

| Size(mm) | Wt.% | Ash% |
|--------------|--------------|-------------|
| 50-25 | 40.9 | 39.8 |
| 25-13 | 20.2 | 36.5 |
| 13-6 | 15.9 | 34.8 |
| 6-3 | 10.7 | 32.7 |
| 3-0.5 | 12.3 | 30.6 |
| Total | 100.0 | 36.4 |

4.2.2 FLOAT & SINK TEST OF DIFFERENT SIZE FRACTIONS

Float and Sink test of crushed RoM coal sample (Part-II) of 50-25mm, 25-13mm, 13-6mm, 6-3mm and 3-0.5mm size fractions have been carried out at 1.40 to 1.90 at an interval of 0.1 specific gravity. The test results are given in Table No.- 4. The float and sink test results of 50-0.5 mm have been computed based on the above mentioned float & sink test and screen analysis of RoM coal sample (Part-II) crushed down to (-)50 mm size fraction and is shown graphically in the form of washability curves in Plate No.- 01.

Table No.- 4
Float & Sink Test Results

Mine- Chitra East OCP
Seam- Combined
Sample No.- CMPDI/CMP Lab/684/2024-25
Part- II
Nature of sample- RoM coal sample (crushed to (-) 50mm)
Size of coal tested- 50-25, 25-13, 13-6, 6-3 and 3-0.5mm
% of total coal tested
on the basis of total raw coal- 90.0

| Size(mm) | 50-25 | | 25-13 | | 13-6 | | 6-3 | | 3-0.5 | | 50-0.5 | | | | Cu.Wt. % (total raw coal basis) |
|--------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|---------|----------|---|
| Wt %100 | 40.9 | | 20.2 | | 15.9 | | 10.7 | | 12.3 | | 100.0 | | | | |
| Sp.gr. | Wt.% | Ash% | Wt.% | Ash % | Wt.% | Ash% | Wt.% | Ash% | Wt.% | Ash% | Wt% | Ash % | Cu.Wt % | Cu.Ash % | |
| <1.40 | 24.8 | 11.7 | 23.6 | 10.2 | 25.9 | 9.8 | 27.9 | 7.6 | 25.3 | 6.9 | 25.1 | 10.0 | 25.1 | 10.0 | 22.6 |
| 1.40 -1.50 | 12.3 | 18.1 | 12.8 | 17.0 | 14.2 | 16.1 | 11.2 | 14.7 | 14.1 | 12.2 | 12.8 | 16.4 | 37.9 | 12.2 | 34.1 |
| 1.50 -1.60 | 11.2 | 25.9 | 12.1 | 24.3 | 10.3 | 23.3 | 9.8 | 21.2 | 11.6 | 19.4 | 11.1 | 23.9 | 49.1 | 14.8 | 44.2 |
| 1.60 -1.70 | 8.5 | 36.3 | 9.9 | 34.2 | 7.5 | 33.5 | 4.3 | 31.4 | 9.2 | 27.8 | 8.3 | 33.9 | 57.3 | 17.6 | 51.6 |
| 1.70 -1.80 | 4.8 | 45.3 | 5.1 | 42.3 | 6.4 | 41.8 | 9.1 | 39.2 | 4.8 | 35.5 | 5.6 | 42.0 | 62.9 | 19.8 | 56.6 |
| 1.80-1.90 | 5.3 | 54.3 | 6.4 | 51.2 | 9.0 | 50.0 | 10.6 | 44.1 | 8.5 | 41.4 | 7.1 | 49.3 | 70.0 | 22.7 | 63.0 |
| >1.90 | 33.1 | 71.1 | 30.1 | 67.1 | 26.7 | 66.5 | 27.1 | 64.4 | 26.5 | 63.6 | 30.0 | 68.2 | 100.0 | 36.4 | 90.0 |
| Total | 100.0 | 39.7 | 100.0 | 36.5 | 100.0 | 34.7 | 100.0 | 32.9 | 100.0 | 30.4 | 100.0 | 36.4 | - | - | - |

Job No.: 310124226
Project Code: - PD-CM24-HCP18

4.2.3 WASHING POSSIBILITIES

The washing possibilities of coal of 50-0.5 mm size at different specific gravities based on the Float & Sink test results are given in Table No.- 5.

Table No.- 5
Washing possibilities at different specific gravities

| | |
|---|---------------------------------------|
| Mine- | Chitra East OCP |
| Seam- | Combined |
| Sample No.- | CMPDI/CMP Lab/684/2024-25 |
| Part- | II |
| Nature of sample- | RoM coal sample (crushed to (-) 50mm) |
| Size of coal tested- | 50-25, 25-13, 13-6, 6-3 and 3-0.5mm |
| % of total coal tested on the basis of total raw coal- | 90.0 |

| Sp. Gr. | Clean coal at each sp. gr. | | Sinks at each sp. gr. | |
|---------|----------------------------|------|-----------------------|------|
| | Wt% | Ash% | Wt% | Ash% |
| 1.4 | 25.1 | 10.0 | 74.9 | 45.2 |
| 1.5 | 37.9 | 12.2 | 62.1 | 51.2 |
| 1.6 | 49.1 | 14.8 | 50.9 | 57.1 |
| 1.7 | 57.3 | 17.6 | 42.7 | 61.6 |
| 1.8 | 62.9 | 19.8 | 37.1 | 64.6 |
| 1.9 | 70.0 | 22.7 | 30.0 | 68.2 |

4.2.4 GENERATION OF CLEAN COAL AT TARGETED ASH LEVEL AND REJECTS FROM 50-0.5MM COAL SAMPLE.

Based on the Float & Sink data, the clean coal has been generated at targeted ash level for the size fraction of 50-0.5mm. The results of generated clean coal of 50-0.5mm size fraction with specific gravity of cut have been presented in Table No. - 6.

Table No. – 6
Results of Generated Clean Coal of (50-0.5)mm Size Fraction

| | Sp.gr. | wt% | Ash% |
|-------------------|--------------|-------|------|
| Clean coal | 1.90 | 70.4 | 23.0 |
| Rejects | | 29.6 | 68.4 |
| | Total | 100.0 | 36.4 |

4.2.5 OTHER TESTS VIZ. PROXIMATE ANALYSIS, GROSS CALORIFIC VALUE, HARDGROVE GRINDABILITY INDEX (HGI) AND PETROGRAPHIC ANALYSIS

Proximate analysis on air-dried basis was carried out for raw coal sample (as received), crushed coal (-) 50mm, generated clean coal and rejects. The results of proximate analysis including GCV, HGI is given in Table No.- 7 The results of Petrography Analysis of raw coal and clean coal is given in Table no. 8.

Table No.- 7
Proximate analysis of raw coal sample, crushed coal (-) 50mm, generated Clean coal and rejects

| Particulars | Raw coal (as Received) | | Crushed Coal (-) 50mm | Generated Clean coal | Rejects |
|-----------------------|------------------------|--------------------|-----------------------|----------------------|---------------|
| | Air Dry Basis | Equilibrated Basis | Air Dry Basis | Air Dry Basis | Air Dry Basis |
| i) Moisture % | 1.8 | 2.5 | 1.9 | 3.2 | 1.2 |
| ii) Ash % | 36.3 | 36.0 | 36.5 | 23.0 | 68.4 |
| iii) VM % | 25.7 | 25.5 | 25.8 | 29.2 | 14.2 |
| iv) FC % | 36.2 | 36.0 | 35.8 | 44.6 | 16.2 |
| v) GCV kcal/kg | 4950 | - | 4962 | 5864 | 2129 |
| vi) HGI | 74 | - | 74 | 85 | 66 |

Table No.- 8
Petrographic analysis of raw coal sample and generated Clean Coal

| Particulars | Maceral composition % | | | | Maceral composition % (Vmmf %) | | | Rr% |
|----------------------|-----------------------|------|------|------|-----------------------------------|------|------|------|
| | Vit | Lipt | Int | Vmm | Vit | Lipt | Int | |
| Raw Coal | 45.1 | 7.4 | 25.7 | 21.8 | 57.7 | 9.5 | 32.9 | 0.63 |
| Generated Clean Coal | 48.3 | 4.9 | 33.8 | 13.0 | 55.5 | 5.6 | 38.9 | 0.62 |

(The Test is conducted by Coal Characterization Laboratory, CMPDI (HQ))

Abbreviations used: Vit: Vitrinite, Lipt: Liptinite, Int: Inertinite, Rr: Random Vitrinite Reflectance, Vmm: Visible Mineral Matter. Vmmf: Visible mineral matter free basis

SECTION - 9

(DRAWING)

